



## COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street  
Marietta, Georgia 30060  
(770) 528-8400 /FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)

### IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

### BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT**  
**122 Waddell Street**  
**MARIETTA, GA 30060**

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

#### PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
  - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
  - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

**Thank you in advance for your cooperation.**

## **Advertisement for Request for Proposals**

Cobb County will receive Sealed Proposals before **12:00 noon, October 27, 2016** in the

**Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060**

**No bids will be accepted after the 12:00 noon deadline.**

**Sealed Bid # 17 – 6203  
Request for Proposal  
Design and Building Services for Interior/Exterior Renovation at 3001 South Cobb Drive  
Cobb County Property Management Department**

**Pre-Proposal Meeting: October 11, 2016 @ 11:00 AM.  
Property Management  
1150 Powder Springs Road  
Marietta, Georgia 30064**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

**The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.**

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. [www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing).

Advertise: September 30, 2016  
October 7, 14, 21, 2016

**BID SUBMITTAL FORM**



SUBMIT BID/PROPOSAL TO:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060

**BID/PROJECT NUMBER: 17-6203**  
**Request for Proposal**

**Design and Building Services for Interior/Exterior Renovation at 3001 South Cobb Drive**  
**Cobb County Property Management**

**DELIVERY DEADLINE: October 27, 2016 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: October 27, 2016 @ 2:00 P.M. in the Cobb County Purchasing Department,  
122 Waddell Street, Marietta, Georgia, 30060.

**BUSINESS NAME AND ADDRESS INFORMATION:**

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

\_\_\_\_\_  
(PLEASE PRINT/TYPE)      NAME      TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)  
\_\_\_\_\_

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **17-6203**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

# SEALED BID LABEL

## **SEALED BID ENCLOSED**

DELIVER TO:  
Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

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**SEALED BID # 17-6203 DATE: October 27, 2016**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Request for Proposal  
Design and Building Services for Interior/Exterior Renovation  
at 3001 South Cobb Drive**

**VENDOR: \_\_\_\_\_**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
122 WADDELL STREET  
MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

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**"STATEMENT OF NO BID"**  
**SEALED BID NUMBER 17-6203**

**Request for Proposal**  
**Design and Building Services for Interior/Exterior Renovation at 3001 South Cobb Drive**  
**Cobb County Property Management**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street, Marietta, GA. 30060 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_ Company

\_\_\_\_\_ Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**Sealed Bid # 17-6203**

**Design and Building Services for Interior/Exterior Renovation at 3001 South Cobb Drive  
Cobb County Property Management**

**Bid Opening Date: October 27, 2016**

**Pre-Proposal Conference: October 11, 2016 @ 11:00 AM (E.S.T.)  
Property Management  
1150 Powder Springs Road  
Marietta, Georgia 30064**

**Proposals Are Received In the Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060**

**Before 12:00 (Noon) By The Bid Opening Date**

**Proposal Will Be Opened In the Cobb County Purchasing Department at 2:00 pm  
122 Waddell Street  
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 7 COPIES OF THE BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**

**Request for Proposal  
Design and Building Services for Interior/Exterior Renovation  
at 3001 South Cobb Drive  
Cobb County Property Management Department  
Sealed Bid #17-6203**

**I. INTRODUCTION**

Cobb County (“Owner”) is issuing this Request for Proposal (RFP) for Design and Building Services for an Interior/Exterior Renovation (“Project”) located at 3001 South Cobb Drive Smyrna, GA 30080, based on the attached Design Intent Drawings and Specifications.

Funding for this project will be **SPLOST** funding. The Project is required to comply with State and Federal statutes, rules and regulations, as well as those of Cobb County, including local permitting of the project. Additionally, the Project must comply with all grant rules, regulations, specifications and requirements.

**II. BACKGROUND**

The Interior/Exterior Renovation at 3001 South Cobb Drive shall consist of, but not be limited to, interior demolition, build back of new office space, exterior demolition and build back of ADA access. All permits, fees, and utilities will be paid through the General Contractor (“GC”).

**III. PROJECT LIMITS AND OVERVIEW**

The Project consists of the review of all final design and permit documents, site preparation and construction of the new areas. Any Owner supplied items will be coordinated through the GC and will include GC paid utility connections for appliances etc.

#### **IV. GENERAL SCOPE OF SERVICE**

The following is a listing of some of the representative services to be provided by the Design/Build Contractor. The full scope of services will be defined within the contract executed with Cobb County.

##### **A. *Design and Pre-construction Phase***

1. Develop a major task based bar schedule.
2. Develop a provisional construction schedule indicating methods and sequencing of construction.
3. Complete design development along with Architect.
4. Develop requirements for safety, quality assurance, and schedule adherence.
5. Prepare and complete all necessary construction documents to demonstrate to the County work scope and meeting any and all permit requirements.
6. Perform a “constructability” review of the construction documents.
7. Develop subcontractor bid packages.
8. Provide detailed construction cost estimates to develop into a Guaranteed Maximum Price to achieve County’s budget.
9. Provide analysis of different construction methods in each major trade group for potential quality, cost, and schedule enhancements.
10. Develop budget to be maintained throughout construction.
11. Determine extent of Special Inspections requirements set by Cobb County.
12. Procure all required permits, approvals, etc.
13. Develop value-engineering options.

##### **B. *Construction Phase***

1. Maintain on-site staff for construction management.
2. Establish and maintain coordinating procedures.
3. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
4. Conduct and record job meetings.
5. Prepare and submit change order documentation for approval of the Architect and the County.
6. Maintain a system for review and approval of shop drawings.
7. Maintain records and submit bi-weekly reports and formal monthly reports to Architect and the County.
8. Maintain quality control and ensure conformity to plans.
9. Obtain all Third Party Special Inspections as required by permitting authority.
10. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
11. Obtain Certificate of Occupancy and other relevant documents for County to use facility.
12. Develop as-built drawings and deliver to Architect for inclusion into a CADD disk to be submitted to Cobb County for maintenance and operations use.
13. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the County’s final acceptance.

**C. Warranty Phase**

1. Coordinate and monitor the resolution of remaining “punch-list” items.
2. Coordinate, monitor, and resolve all warranty issues to the satisfaction of the County during the one-year general warranty period and as extended.

All Local, County, State, and Federal Codes and regulations must be followed, with particular emphasis on Building Codes, Life Safety Codes, and the Americans with Disabilities Act. Once all contract documents are executed, between the County and the successful proposer, the successful proposer will be required to deliver the services required by this RFP. Cobb County must first approve any change in or substitution of project team members, including any consultant, in writing.

**V. SUBMITTING PROCEDURES**

All firms submitting a response to this **Request for Proposal (RFP)** shall provide an **original and seven (7) copies**. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign the proposal. Unsigned proposals will not be considered.

The proposal shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Acknowledgement of addenda shall be enclosed in the sealed envelopes as well.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

The proposal shall cover your firm’s project approach, key staff identified for the project and relevant experience, experience of the firm, identification of any sub-consultants, and current workload.

**RFP Submittal Deadline: October 27, 2016 before 12:00 Noon**

**Submit Proposal to:** Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060

The proposal must be sealed in an envelope or box with your firm’s name and clearly marked **“Request for Proposal – Design and Building Services for Interior/Exterior Renovation at 3001 South Cobb Drive - Sealed Bid #17-6203**. Bidders are to submit an original and seven (7) copies to the Cobb County Purchasing Department. **Late proposals will not be accepted.**

All responses must be in accordance with the purposes, conditions, and instructions provided in this RFP. Cobb County assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive. Unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted. All work performed by the successful respondent shall be performed in compliance with the Americans with Disabilities Act.

Except, as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

## **VI. PRE-PROPOSAL MEETING**

**A Pre-Proposal Meeting will be held October 11, 2016 at 11:00 AM at Cobb County Property Management, 1150 Powder Springs St. Marietta, GA 30064.**

Any questions about this Request for Proposal must be submitted in writing by **5:00 pm (EST) on October 18, 2016 to:**

Cobb County Purchasing Department  
122 Waddell Street,  
Marietta, GA 30060  
Email: [purchasing@cobbcountry.org](mailto:purchasing@cobbcountry.org)  
Fax: 770-528-1154

## **VII. SELECTION CRITERIA**

The proposals will be evaluated based on the information presented in the RFP. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may conduct such investigations or interviews, as it deems necessary to assist in the evaluation of any qualifications submitted and to establish to Cobb County's satisfaction the responsibility, qualifications, and financial ability of any proposer. Firms submitting proposals **shall not** assume that the County will elect to pursue any discussion or interviews.

The County reserves the right to reject any RFP proposal if the evidence submitted by, or investigation of such proposer, fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

A selection committee designated by Cobb County will evaluate the proposal. The proposal will be evaluated and ranked, with the three top-ranked bidders presented to the Cobb County Board of Commissioners for authorization to negotiate a design/build contract with the top-ranked proposer. The failure to timely reach an acceptable contract with the top ranked proposer will result in the termination of those negotiations and the commencement of negotiations for an acceptable contract with the next highest ranked proposer and successive proposers, if necessary. The ranking of the proposals will be based on the evaluation criteria as follows:

1. **Staffing** – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project.
2. **Experience/Performance** – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims;

whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict).

3. **Approach** – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFP.
4. **Availability** – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County
5. **Financial Stability** – The firm shall submit a statement of financial stability prepared by a financial data service (e.g. Moody's), an audited financial statement, or a certification to the effect that the firm has sufficient financial resources and stability to successfully complete the project and that a financial statement is available upon request. The firm may also submit a summary of receipts and fees for the last three (3) years, most recent year first, indicating gross receipts for firm and gross receipts for local office.
6. **Cost of Services** – Evaluation of the Offertory's total costs to provide the services required within this RFP. The Offertory shall provide a detailed analysis of the costs associated with these services to include the Architectural Fee, General Conditions and the Fee associated with the cost of all the work.

It is anticipated that a contract for the described work will be entered into with the proposer that, in the opinion of Cobb County, offers the most favorable qualifications. The evaluation by the Selection Committee will be based on the criteria listed above. Proposals shall be prepared per the following Sections, as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the firm acknowledging and accepting the terms and conditions of this RFP and an executed Conflict of Interest Statement. An executed "Officer's Oath" on the form provided will be required of the successful proposer prior to commencing work. An officer shall file the oath that is authorized to sign the RFP and bind the proposer company. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

## **VIII. PROVIDE THE FOLLOWING QUALIFICATIONS AND INFORMATION:**

### **A. Firm or Firms' Information**

1. Firm local name, address, and telephone number
2. Primary local contact person(s) and telephone number(s)
3. Total number of firm's local full-time employees
4. Year firm established
5. Local firm's billings for the last three fiscal years
6. Local firms' billing for the current fiscal year
7. Listing, description and outcome of all litigation involving the proposer in the last 5 years.
8. Copy of the most recent 3 completed years of audited financial statements (Income Statement and Balance Sheet) for the local firm.
9. Proposer must provide a letter of commitment from Surety or sureties regarding bonding capacity and availability.
10. List any OSHA violations within the past 3 years.
11. State your Experience Modification Factor, for the past 3 years, as related to your Workman's Comp. Rates.

### **B. Experience:**

1. List of **comparable full service Design/Build Construction projects** completed in the last 5 years. Include: size, cost, total fee, time to complete design services, scope of design services, time to construct facility, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project (be sure to specify which projects were similar to facilities of this size and type).
2. Provide no more than 3-5 examples of your experience as prime contractor in constructing facilities similar to this project (OR other public and private projects that indicate similar experience). For each of these projects:
  - a) Provide photographs
  - b) Provide a County reference familiar with your performance on the project. ***It is the proposer's responsibility to ensure that the listed contact and phone number are current.***
  - c) Provide a Design/Build Contractor reference (with current phone number) familiar with your performance on each project.
  - d) Provide a Program Manager reference (if applicable).
  - e) List the individual who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator. Please note whether this individual is still employed with your firm.
3. For those projects listed in 1 and 2 above, indicate those projects that included architect, engineering consultant, and contractor serving a corporate or public client *as a team*.

### **C. Statement of proposer's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.**

#### D. Staffing Management

1. Provide a proposed County/Architect/Engineer Organizational Chart, which identifies individual names and areas of responsibility.
2. Submit brief resumes of each key team member, as listed below, in this section of the proposal.
  - ❖ Design/Builder Project Manager
  - ❖ Design/Builder Superintendent
  - ❖ Design/Builder Field Engineer
  - ❖ Design/Builder Safety Supervisor
  - ❖ Architect responsible for all architectural issues and specifications.
  - ❖ Civil Engineer responsible for civil engineering and specifications
  - ❖ Structural Engineer responsible for structural engineering and specifications
  - ❖ Life/Safety Engineer (certified) responsible for life/safety engineering and specifications
  - ❖ Mechanical Engineer responsible for mechanical design and specifications
  - ❖ Plumbing Engineer responsible for plumbing engineering and specifications
  - ❖ Electrical Engineer responsible for electrical engineering and specifications
  - ❖ Instrumentation System Engineer responsible for instrumentation engineering and specifications
  - ❖ Furnishings, Fixtures & Equipment Specification Technician responsible for selection and specifications
  - ❖ Other specialty consultants as applicable
  - ❖ Materials testing & inspection consultant
  - ❖ Major Subcontractors

Resumes shall show at least the following:

- ❖ Name, specialty, job title, and project job title. The project job title must correspond with the positions listed.
  - ❖ Years of relevant experience with firm, and experience with previous employers. Project experience descriptions must include dates.
  - ❖ Academic degree(s), discipline and year degree(s) received.
  - ❖ Professional registrations.
  - ❖ Name of the firm(s) responsible for the individual and office location where employed.
  - ❖ A synopsis of specific experience, skills, training, or other qualities, which demonstrate the individual's ability to fulfill the duties of their position.
3. Provide a current list of other commitments by the Design/Builder and its architects, engineers, and other key team members and estimated completion dates by project in this section of the proposal. Indicate the current commitments of individual staff to be assigned to the project and involvement with other projects.
  4. Please identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the County and Architect along with other consultants.

## **E. Services**

1. Provide a comprehensive outline of the steps you propose in order to meet the services required in this RFP. This detail shall indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed.
2. Please answer the following questions and/or provide adequate responses:
  - a) Provide one page overview of services typically performed for similar projects using Design/Build Construction techniques.
  - b) How would you implement these services to ensure the success of this project?
  - c) How does your firm implement cost control and scheduling activities during preconstruction?
  - d) Explain your approach to value engineering, citing relevant, specific examples.
  - e) Occasionally, subcontractors and suppliers go bankrupt during the course of a project. What would you do to protect the County from being adversely affected by such an occurrence?
  - f) Describe how your firm would assist the County in assuring participation by local contractors. Include examples of other projects where you have been successful in meeting similar goals.
  - g) Describe your approach to team work on a project of this magnitude.
  - h) Describe how your firm intends to arrange the construction into bid packages in order to reach the county's schedule and budget objectives.

## **IX. OTHER**

At your option, you may provide any additional supporting documentation or information, which would be helpful in evaluating your firm's qualifications and commitment.

### **A. Other Relative Information**

At the discretion of the proposer, other relative information may be submitted in this section in an effort to further demonstrate that the proposer can serve the best interests and particular needs of the County on this project.

### **B. Alternative Proposals**

Alternative proposals for suggested alternate approaches may be submitted; however, the base proposal will be used for the comparison, evaluation, and ranking of proposers. Alternative proposals must be clearly labeled and arranged in a separate section of the submittal package. Any alternative proposals would only be considered if the County elects to pursue discussions, negotiations, and revisions of the base proposal.

## **X. CONTRACT**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such

contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

## **XI. MISCELLANEOUS**

### **A. Modification or Withdrawal of RFP**

A submitted proposal may be retrieved in person by an offeror or its authorized representative before the scheduled closing time for the receipt of proposals. The identity of the person(s) requesting retrieval must be established and that person must sign a receipt for the proposal. If the proposal is retrieved for modification, the sealed proposal must be resubmitted prior to the scheduled closing time for receipt. If the proposal is not resubmitted, it will be considered as withdrawn.

### **B. Addenda**

Each proposal schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued by the County. Failure to acknowledge may result in the proposal being rejected as non-responsive.

### **C. Land Acquisition**

This project will be constructed on land currently owned by Cobb County.

### **D. Mistakes; Corrections and Withdrawal of Proposal**

After proposals are opened, if the low proposer claims a serious and honest error in proposal preparation, and can support such claim with evidence satisfactory to the County, withdrawal of the proposal without forfeiture of the bid security will be permitted. As a condition of this release, the low proposer will be prohibited from:

1. Subcontracting or furnishing labor or equipment on this project.
2. Bidding on any Cobb County System projects within ninety (90) days of release by County.

### **E. Interpretations**

No interpretation of the meaning of the drawings, specifications or other pre-RFP documents will be made to any proposer orally. Every request for such interpretation must be in writing, addressed to the Cobb County Purchasing Department. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. All addenda so issued shall become a part of the Contract Documents.

Any questions concerning this Request for Proposal must be directed in writing no later than **5:00 p.m. on October 18, 2016** to:

Cobb County Purchasing Department  
122 Waddell Street,  
Marietta, GA 30060  
FAX: (770) 528-1154  
E-mail: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**F. Site Examination**

The proposer shall examine the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize itself with the nature and extent of the proposed construction and with all local conditions affecting the work. The proposer shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The County will not be responsible for proposer's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto. At the time of the opening of proposals each proposer will also be presumed to have read and to be thoroughly familiar with the drawings, Contract Documents (including all addenda), and the construction specifications. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to their proposal.

**G. Notice of Special Conditions**

NONE

**H. Laws and Regulations; Licensing**

The Proposer's attention is directed to the fact that all applicable Federal and state laws, County and municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The State of Georgia has requirements for the licensing of contractors engaged in specific types of construction, including general contracting, electrical, plumbing, and underground utility work [re: OCGA § 43-14]. Any contractor (or subcontractor of any tier) performing regulated work on this project shall furnish proof of valid and current registration to the County. Similarly, the State requirements concerning local business licenses shall be met.

**I. Execution of Statement of Qualifications**

The proposer, in signing its proposal on the whole or any portion of the work, shall conform to the following requirements:

1. Proposals, which are not signed by individuals providing said proposal shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
2. Proposals, which are signed for a partnership, shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the proposal a power of attorney executed by the partners evidencing authority to sign the proposal

3. Proposals, which are signed for a corporation, shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By \_\_\_\_\_." The corporate seal shall also be affixed to the proposal.

**J. Non-Collusion Affidavit**

The Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)]. If the successful proposer ("Design/Builder") is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall make the oath and complete the Affidavit. If the Design/Builder is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath and complete the Affidavit. If such oath is false, the Contract shall be void, and all sums paid by the County on the Contract may be recovered by appropriate action.

**K. Contract Performance Bond and Payment Bond**

The Design/Builder shall be required to furnish a contract performance bond and a payment bond executed by a surety company. This company must be listed in the latest issue of U.S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the Contract Price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing material in connection with the Contract. The bond amount will be adjusted to the final Guaranteed Maximum Price once it is agreed upon.

The surety shall be acceptable to the County and the bond shall be executed on the form attached. In case of default on the part of the Design/Builder, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Design/Builder shall be required to provide the County a one-year guarantee covering workmanship and materials of the project. The contract performance bond shall remain in force for one year from date of project acceptance by the County. The cost of this bond shall be paid by the Design/Builder.

**L. Insurance/Proof of Coverage**

The Design/Builder shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Design/Builder, his agents, representatives, employees, or subcontractors, as provided below.

Prior to execution of Contract Documents, a certificate of insurance and endorsements to all policies of insurance will be submitted to the County.

Be prepared to discuss a CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP) in lieu of the above insurance requirements. Payment and Performance bonds may not be required until Notice to Proceed is issued to Design/Builder.

**M. Minimum Limits of Insurance**

Design/Builder shall maintain limits no less than:

1. **General Liability**  
\$5,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, property damage, contractual liability, and broad form property damage.
2. **Automobile Liability**  
\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, including County, non-owned, hired, leased or rented vehicles.
3. **Workers' Compensation and Employers' Liability**  
\$100,000 Employers' Liability limit per accident and Worker's Compensation limits as required by the Labor Code of the State of Georgia.
4. **Builder's Risk**  
Full amount of Project cost proposal minus the amount of Design and Construction Management services. Cobb County should be listed as a Loss Payee under this insurance.
5. **Professional Liability**  
\$2,500,000 Professional Liability Insurance to cover damages resulting from errors or omissions of the engineers and/or architects on the Design/Builder's project team.
6. **Umbrella Policy**  
\$5,000,000 limit for a combined single limit

**N. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, or employees; or the Design/Builder shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**O. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Coverage**
  - a) The County, its officers, officials, employees, and volunteers are to be covered as additional named insureds as respects liability arising out of activities performed by or on behalf of the Design/Builder; products and completed operations of the Design/Builder; premises owned, occupied or used by the Design/Builder; or automobiles owned, leased, hired or borrowed by the Design/Builder. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Design/Builder to provide liability insurance coverage to the County for claims asserted against the County for its sole negligence.

- b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- c) The Design/Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees, and volunteers for losses arising from work performed by the Design/Builder for the County.

3. **Builder's Risk**

The Design/Builder shall secure all-risk type of builder's risk insurance covering work performed under the Contract, and materials, equipment, expedited deliveries or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work.

The making of progress payments to the Design/Builder shall not be construed as relieving the Design/Builder or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

4. **All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after **thirty (30) days prior written** notice by certified mail, return receipt requested, has been given to the County.

**P. Acceptability**

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or acceptable to the **County**.

**Q. Verification of Coverage**

1. The Design/Builder shall furnish the County with five original Certificates of Insurance, each with **original endorsements** affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The name of the Insured on the Certificate must exactly match the name on the Agreement/Contract and on the Design/Builder's corporate seal.

Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable.

2. The Certificates must include the Cobb County Property Management Project Name and Project Number. The Certificate Holder must be shown as:

**Cobb County, Georgia**  
**Attention: Cobb County Property Management**  
**1150 Powder Springs Road, Marietta, GA 30064**

3. The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds, and shall be approved by the **County** before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
  
4. The endorsements on the certificates must read as follows:
  - a) The certificate for All Coverage shall include the following Cancellation endorsement, worded exactly as follows: “Should any coverage be suspended, voided, cancelled or, reduced in coverage or in limits, thirty **(30) days prior written notice** delivered by certified mail, return receipt requested, will be given to the Certificate Holder.”
  
  - b) The certificate for General Liability and Automobile coverage shall include the following endorsement, worded exactly as follows: "County, its officers, officials, employees and volunteers are covered as additional insureds as respects liability arising out of actions performed by or on behalf of the Design/Builder; products and completed operations of the Design/Builder; premises owned, occupied or used by the Design/Builder; or automobiles owned, leased, hired or borrowed by the Design/Builder.”
  
  - c) The certificate for Worker’s Compensation and Employers’ Liability coverage shall include the following endorsement, worded exactly as follows: “The insurer agrees to waive all rights of subrogation with respect to Worker’s Compensation and Employers’ Liability Coverage against the County, its officers, officials, employees, and volunteers for losses arising from work performed by the Design/Builder for the County.”

**R. Subcontractors**

**Design Build Contractor** shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**S. Award of Contract**

The proposer to whom the Contract is being awarded will be required to execute the Contract and obtain the performance bond, payment bond and provide insurance certificates acceptable to the County within twenty-one calendar days from the date when the notice of award is issued to the proposer. In case of failure of the proposer to execute the agreement or provide insurance or meet bonding requirements, the County may consider the proposer in default, in which case the bid security accompanying the proposal shall become payable to the County.

**T. Ownership of Proposal Documentation**

Upon receipt of the proposal by the County, the proposal and all included documentation shall become the property of the County, without compensation to the proposer, for disposition or usage by the County at its discretion. The County assumes no responsibility or obligation to firms providing proposals and will make no payment for any costs associated with the preparation or submission of proposals. All work, including but not limited to planning, programming, cost estimates and summaries, plans, specifications and other materials prepared by or for the firms proposing to the County under this Request for Proposal shall become the property of the County.

**XII. DEFAULT**

The Contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any Contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted Contract prices; provided, however, that the contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute Contract default.

**XIII. DISPUTES**

Except as otherwise provided in the Contract documents, any dispute concerning a question of fact arising under the Contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XIV. SUBSTITUTIONS**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

**XV. INELIGIBLE PROPOSERS**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

**XVI. UNIFORMITY OF PROPOSAL**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of

the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

## **XVII. FIRM PRICES**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

## **XVIII. PROPOSAL/PRESENTATION COSTS**

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

## **XXVI. INDEMNIFICATION/HOLD HARMLESS**

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

## **Cobb County General Instructions for Proposers, Terms and Conditions**

### **I. Preparation of Proposals**

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site ([www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

### **II. Delivery**

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

### **III. Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on October 18, 2016** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing) Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

#### **IV. Submission of Proposals**

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

#### **V. Withdraw Proposal Due To Error**

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### **VI. F.O.B. Point**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice

covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## **VII. Patent Indemnity**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

## **VIII. Award**

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

## **IX. County Furnished Property**

The County will furnish no material, labor or facilities unless so provided in the RFP.

## **X. Rejection of Proposals**

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

## **XI. Contract**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such

contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

## **XII. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

## **XIII. Non-Collusion**

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **XIV. Conflict of Interest, Etc.**

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

#### **XV. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

#### **XVI. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XVII. Substitutions**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

## **XVIII. Ineligible Proposers**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

## **XIX. General Information**

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and seven (7) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

## **XXI. Uniformity of Proposal**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

## **XXII. Request Additional Information**

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060  
Fax: (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

## **XXIII. Firm Prices**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

## **XXIV. Proposal/Presentation Costs**

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

## **XXV. Proposal Format**

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

## **XXVI. Indemnification/Hold Harmless**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless

of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section 12.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

## **XXVII. Local Vendor Presence (LVP) Program**

### **A. QUALIFICATIONS**

1. Any business or firm having a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years. Only the “prime” contractor will be eligible for consideration.
2. Must have a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted.
3. Must have no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. **A signed and notarized affidavit which reserves the County’s option to require additional documentation upon award or consideration of award must be submitted with the proposal. (SEE EXHIBIT D)**

### **B. DETERMINATION**

**Local Vendor Presence information is required to be submitted at the time of the qualified bid and determination will be made by the Purchasing department prior to distribution to the approved Evaluation Committee. Specific qualification requirements are required to be included in individual Request for Proposals/Qualifications (RFP/Q). The absence of any required information will result in no local vendor presence consideration granted for the respective bid.**

### **C. EXCEPTIONS**

The LVP Program shall not apply to projects funded by Federal and state grants or any other grant or funding source that prohibits such.

## XXVIII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

**The evaluation by any Selection Committee will be based on the criteria listed below.**

**Staffing** – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project

**Experience/Performance** – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict);

**Approach** – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFPs or RFQs

**Availability and Local Vendor Presence**

a. Availability

Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County (Up to five points based on 4.b.i and up to seven points based on 4.b.ii)

b. Local Vendor Presence

i. Five (5) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to be between \$50,000 and \$100,000.

- ii. Three (3) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to exceed \$100,000.

**Cost** – Evaluation of the overall cost of the required services as submitted in the RFP, where applicable.

**Financial Stability** – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

**All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.**

### **XXIX. Multi-Year Contract Provisions**

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

### **XXX. Termination for Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

### **XXXI. Proposal Requirements**

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

### **XXXII. Cover Letter/Executive Summary**

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

### **XXXIII. Project Team**

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

### **XXXIV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXXV. Compliance with Georgia Security and Immigration Compliance Act  
PROCEDURES & REQUIREMENTS**  
*(Effective 09-20-2013 - Supersedes All Previous Versions)*

**BACKGROUND**

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

**DEFINITIONS**

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

**Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.**

## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

***This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.***

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
  - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
  - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
  - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
  - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91

and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

***This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.***

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

Notary Public Commission Expires: \_\_\_\_\_

*Effective 09-20-2013*

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*Effective 09-20-2013*

**IMMIGRATION COMPLIANCE CERTIFICATION**  
*(Required to be completed by Contractors and all Subcontractors)*  
**(EXHIBIT A-2)**

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

Notary Public  
Commission Expires: \_\_\_\_\_

*Effective 09-20-2013*

**XXXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eoo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Purchasing Director  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

**This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated**

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

**\*\*\* Instructions \*\*\***

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

**Exhibit C**  
**Cobb County Government Disadvantaged Business Enterprise Participation**  
**Monthly Report**

**Contractor/Vendor:** Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

**County Departments:** Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by: \_\_\_\_\_ Month Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** **From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

\_\_\_\_\_

Full Contracted Amount: \$ \_\_\_\_\_ Payment amount requested at this time: \$ \_\_\_\_\_

1. Are YOU, the Prime Contractor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Are YOUR subcontractors DBE vendors? YES \_\_\_\_\_ NO \_\_\_\_\_

**Please provide information below for each participating DBE subcontractor(s).**

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
Printed Name Signature of Authorized Representative

Title or position: \_\_\_\_\_

Date Completed: \_\_\_\_\_

## **Exhibit D**

### **Local Vendor Presence Affidavit**

By executing this affidavit, the undersigned vendor verifies that Cobb County may require additional documentation upon award or consideration of award regarding the applicant's qualifications for LVP status. This documentation may include but is not limited to information demonstrating: (1) the applicant has a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years; (2) the applicant has a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted; and (3) the applicant has no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. The applicant understands that failure to provide requested information may result in the County finding the applicant ineligible for the LVP program.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of LVP Applicant

\_\_\_\_\_  
Printed Name of LVP Applicant

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_ in \_\_\_\_\_ (city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

## Conflict of Interest Statement

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County Government, that no employee of Cobb County, nor any public agency official or employee affected by this Request for Qualifications has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County Government.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_  
\_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Cobb County Green Building Policy**

All new construction and renovation of occupied county building, 5000 square feet or more, where feasible, shall be designed and built to achieve a LEED certification. Other construction and renovations less than 5,000 square feet may also be considered where appropriate. The Green Building Policy shall require a payback of no more than ten years for projects designed to the LEED standard. County staff shall recommend to the Board of Commissioners which level of LEED certifications is appropriate for the particular project based on sustainability and life cycle cost analysis. Where no level of certification is feasible, then the project design and construction shall include as many measures as possible based on the LEED checklist.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, hereinafter called a Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, are held and firmly bound unto the **COBB COUNTY**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$\_\_\_\_\_) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the Owner for **Program Name, Program No.**, in accordance with drawings and specifications prepared by \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
  1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may

be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

*THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.*

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_(SEAL)  
Principal (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_(SEAL)  
Surety

\_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified and Dated Power of Attorney)  
DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.  
(Bond must not be dated prior to date of Agreement)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principals, hereinafter called Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the **COBB COUNTY**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$ \_\_\_\_\_) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the Owner for **Program Name, Program No.**, in accordance with drawings and specifications prepared by \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_ (SEAL)  
Principal (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_ (SEAL)  
Surety

\_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified and Dated Copy of Power of Attorney)  
DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.  
(Bond must not be dated prior to date of Agreement)

**Proposal Schedule**  
**Design and Building Services for Interior/Exterior Renovation**  
**at 3001 South Cobb Drive**  
**Cobb County Property Management Department**  
**Sealed Bid #17-6203**

The Bidder has carefully examined and fully understands the Contract, Scope of Work, and other Documents hereto attached, and has satisfied itself as to the requirements of the Work, and hereby agrees that if its proposal is accepted, it shall contract with Cobb County according to proposal documents for construction of an interior/exterior renovation at 3001 South Cobb Drive.

General Conditions: \_\_\_\_\_

Contractor Fee: \_\_\_\_\_

Architectural Services: \_\_\_\_\_

Estimated cost of project: \_\_\_\_\_

**Vendor shall provide a detailed analysis of the costs associated with these services to include General Conditions, Architectural Fee, and the Fee associated with the cost of all the work.**

The Undersigned agrees to commence work within 10 days of the date of Notice issued by Cobb County and to commit adequate staff to substantially complete all Work within the proposed or negotiated schedule.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**CONTRACT**  
**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER**  
**FOR DESIGN AND CONSTRUCTION**

THIS AGREEMENT is entered into between:

OWNER: Cobb County  
100 Cherokee Street  
Marietta, Georgia 30090

and

DESIGN/BUILDER: Name  
Street Address, City, State Zip

For the following

PROJECT: Project Name  
Building Name and Address

The design/engineering services described in Article 2 will be provided by the following person or entity who is lawfully licensed to practice architecture:

Designer Name/Address or N/A

The Owner and the Design/Builder agree as set forth below.

# TERMS AND CONDITIONS

## 1.0 GENERAL REQUIREMENTS

### 1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents consist of the **Insert full description, title, date and bid number of any RFQ, RFP, etc. used for selection of the Design/Builder**, as further described in Article 14, this agreement between Owner and Design/Builder for Design and Construction (“Agreement”), the Construction Documents to be prepared and approved by the Owner in accordance with Subparagraph 2.2.2 of this Agreement, and Modifications after execution of this Agreement. A “Modification” is a Change Order or a written amendment to this Agreement signed by both parties. The foregoing and following documents form the contract for the Project, and are as fully a part of the contract as if attached to this Agreement or repeated herein.

**List any bid addenda, with number and date**  
**Non-Collusion Affidavit**  
**Immigration Reform and Control Act Contractor Affidavit**  
**All exhibits and addenda attached hereto.**

This Agreement and each and every provision are for the exclusive benefit of the Owner and the Design/Builder and are not for the benefit of any third party nor any third party beneficiary, except to the extent expressly provided in the Agreement.

1.1.2 The Project, as identified above, is the total design and construction of **Project Name, description, address, etc.** or other improvements for which the Design/Builder is responsible under this Agreement, including all professional design services and all labor, materials, and equipment used or incorporated in such design and construction. It may also include improvements to be undertaken by the Owner or others.

1.1.3 The Work comprises the completed construction designed under the Project and includes labor and supervision, materials, equipment, machinery, apparatus, tools, services, transportation and all other facilities, licenses, permits, taxes, fees, charges, excises, services and incidentals of any description whatsoever necessary to perform and completely finish in a workmanlike manner and to the complete satisfaction and approval of the Owner, in its reasonable discretion, free from all liens or claims of laborers, material men, suppliers, or subcontractors and in conformity in all respects with all applicable federal, state, county or municipal laws, ordinances, rules or regulations, all work and things contemplated by the Contract Documents which are required of the Design/Builder.

### 1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 This Agreement shall be signed in not less than three duplicates by the Owner and Design/Builder.

1.2.2 It is the intent of the Owner and Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents must be taken as complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all. The Design/Builder understands that the Work shall be complete in every detail reasonably inferable from the Contract Documents as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown. Words not otherwise specifically defined herein, which have a well-known technical or trade meaning, are used in this Agreement in accordance with such recognized or well-known meaning. If there is any conflict in the Contract Documents, the priority shall be as follows in descending order: Modifications to the

Agreement, this Agreement, any Special Conditions, these Terms and General Conditions, the Specifications, the Drawings, and the Design/Builder's Bid Proposal.

1.2.3 By executing this Agreement, the Design/Builder represents that it is an independent contractor and that it has:

- .1 read and studied the Contract Documents and understands the same;
- .2 familiarized himself with the local conditions under which the Work is to be performed; and
- .3 correlated his observations with the requirements of the Contract Documents.
- .4 acknowledged that the Design Baseline Bid Documents are incomplete in defining the total scope of work, do not accurately define existing conditions whether exposed or hidden, and do not reflect all code requirements, agreements, conditions, ordinances, rules or regulations, which might affect this Project.

1.2.4 The Design/Builder shall designate in the Agreement a representative who shall have full authority to execute any and all instruments requiring the signature of the Design/Builder, and to otherwise act on behalf of the Design/Builder with respect to all matters arising out of the Contract Documents. The Design/Builder's designated representative will be authorized to execute all bonds, agreements, certificates, affidavits, applications and any and all instruments of any other nature whatsoever which may be required for the proper performance of the Work contemplated by the Contract Documents.

1.2.5 The Design/Builder represents that any reference by the Contract Documents to Cobb County as supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever are included with the Design/Builder's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County.

### 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All documents, including drawings, written information, estimates, specifications and other documents and data are and remain the property of the Owner. The Design/Builder agrees that the Owner may reuse any and all drawings, written information, estimates, specifications and other documents and data described herein in the Owner's sole discretion without first obtaining permission of the Design/Builder and without payment of any monies to the Design/Builder therefore. However, any reuse of the documents by the Owner on a different site, without a new contract agreement, shall be at the Owner's risk and the Design/Builder's Architect and Consultants shall have no liability where such documents are reused. The Owner agrees herewith to attempt to secure the services of the Design/Builder's Architect to assist the Owner in site adapting such drawings to new sites. The Owner shall offer the Design/Builder's Architect the opportunity to negotiate a fee for such services but shall not be bound to accept the negotiated fee. Following such negotiations, should Owner determine Design/Builder's Architect's services/fee would not be in the Owner's best interest, Design/Builder's Architect and Consultants name and seal shall be removed and the construction documents redone according to licensing regulations prior to their reuse.

1.3.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the copyrights.

## 2.0 DESIGN/BUILDER RESPONSIBILITIES

### 2.1 SERVICES AND RESPONSIBILITIES

2.1.1 Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design/Builder. **The parties acknowledge that Pieper O'Brien Herr Architects have been selected by Design/Builder to perform the architectural services for the Project.** The professional obligations of all such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. . Nothing contained in this Agreement shall create any professional obligation or contractual relationship between such persons and the Owner or the Owner's Architect.

2.1.2 Intentionally Omitted.

### 2.2 BASIC SERVICES

2.2.1 The Design/Builder's Basic Services are as described below and in Article 14.

2.2.2 Based on the Design/Builder's Bid Proposal, the Design/Builder shall submit Construction Documents for review and approval by the Owner. Color boards for exterior and interior finishes along with samples shall also be submitted to the Owner. Construction Documents shall include technical drawings, schedules, diagrams, and specifications, setting forth in detail the requirements for construction of the Work and shall:

- .1 provide information necessary for the use of those in the building trades; and
- .2 include documents required for all regulatory agency approvals.

The Design/Builder hereby warrants that the Construction Documents prepared by the Design/Builder's Architect and Engineer will be adequate and sufficient to accomplish the purposes of the Construction Project, and agrees that any review or approval of said documents by the Owner or otherwise shall not act to diminish or alter the Design/Builder's responsibilities under this Agreement.

2.2.3 The Design/Builder shall act as Owner's agent in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project, and shall be solely responsible for compliance with and any violation by the Design/Builder, his employees or agents, of any Federal, State, City or governmental laws, ordinances, or regulations. Design/Builder shall maintain compliance with all environmental related policies, procedures and applicable permits, regulations, codes, and Americans with Disabilities Act requirements.

2.2.4 Unless otherwise provided in the Contract Documents, the Design/Builder shall provide or cause to be provided and shall pay for all design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, permits and Cobb County Community Development required inspections, utility connections, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2.2.5 The Design/Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

2.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work. The Design/Builder shall conduct a weekly job meeting with the Owner, and on a weekly basis provide copies of the

Superintendent's daily reports, request for information logs, submittal logs, change proposal logs, and other information as needed.

2.2.7 If requested in writing by the Owner, the Design/Builder, with reasonable promptness and in accordance with the time limits agreed upon, shall interpret the requirements of the Contract Documents. Claims, disputes, and other matters in question relating to performance there under by both Owner and Design/Builder shall be interpreted by the Owner. Such interpretations and decisions shall be in writing, shall be final and presumed to be correct, and shall be given such weight, as a court may determine.

2.2.8 The Design/Builder shall correct Work, which does not conform to the Construction Documents at no additional cost to Owner.

2.2.9 The Design/Builder warrants to the Owner that materials and equipment incorporated in the Work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements shall be corrected in accordance with Article 9 of this Agreement.

2.2.10 The Design/Builder shall pay all sales, consumer, use, and similar taxes and shall secure and pay for building permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

2.2.11 The Design/Builder shall give notices and comply with all laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

2.2.12 The Design/Builder shall pay all royalties and license fees. The Design/Builder shall defend suits or claims for infringement of patent rights and shall save the Owner and its Agents harmless from loss on account thereof, except that the Owner shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process, or product is an infringement of a patent, the Design/Builder shall be responsible for such loss unless such information is promptly given to the Owner.

2.2.13 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/Builder, to perform a portion of the Work, including their agents and employees.

2.2.14 The Design/Builder shall keep the premises free from accumulation of waste materials or rubbish caused by the Design/Builder's and its subcontractor's operations. At the completion of the Work, the Design/Builder shall remove from and about the Project the Design/Builder's and its subcontractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

2.2.15 The Design/Builder shall prepare Change Orders for the Owner's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the design and construction.

2.2.16 The Design/Builder shall notify the Owner when the Work is substantially completed by issuing a Certificate of Substantial Completion for the Owner's approval and if approved by the Owner, shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time

within which the Design/Builder shall complete items listed therein. Owner shall produce a list of items to be completed or corrected upon establishment of Date of Substantial Completion.

2.2.17 Design/Builder shall provide electronic files of design documents released for construction, to include all divisions as applicable, on a compact disc as both editable CAD files and PDF files. The Design/Builder shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These documents and materials shall be delivered to the Owner upon completion of the design and construction and prior to final payment, including an electronic file in PDF of all As Built/Red Line plans produced for the project.

2.2.18 The Design/Builder shall be responsible for the preservation of all public and private property, monuments, utility lines, etc., along and adjacent to the Work. The Design/Builder shall use every precaution necessary to prevent damage or injury thereto. The Design/Builder shall exercise suitable precaution necessary to prevent damage to pipes, conduits and other underground structures; and shall carefully protect from disturbance or damage all land monuments and property marks until an authorized representative of the Owner has witnessed or otherwise referenced their location, and shall not remove them until directed. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Design/Builder, his employees or agents, such property shall be restored by the Design/Builder, at the Design/Builder's expense. The Design/Builder will restore same to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or Design/Builder shall make good such damage or injury in an otherwise acceptable manner.

2.2.19 The Design/Builder shall furnish and pay for structural, mechanical, geotechnical and special inspections, chemical or other laboratory and on-site tests, inspections and reports as required by law or the Contract Documents.

2.2.20 The Design/Builder shall furnish services by land surveyors, geotechnical engineers and other consultants for any additional subsoil, air, and water conditions, when such services are deemed necessary by the Design/Builder to carry out properly the design services under this Agreement. These costs are to be included as cost of work.

### **3.0 OWNER RESPONSIBILITIES**

3.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall promptly render decisions pertain thereto to avoid delay in the orderly progress of the Work.

3.2 At the Owner's option, the Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and Design/Builder agree in writing at any time after the execution of this Agreement.

3.3 The Owner shall cooperate with the Design/Builder in securing building and other permits, licenses, and inspections.

3.4 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Design or Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

3.5 The Owner shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

3.6 The Owner shall, at the request of the Design/Builder and upon execution of this Agreement, provide a certified or notarized statement of funds available for the Project and their source.

3.7 The Owner shall communicate with contractors only through the Design/Builder.

#### **4.0 CONTRACT TIME**

4.1 The Design/Builder shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction and in accordance with the Schedule (as defined below), as may be amended by mutual agreement of the parties from time to time.

4.2 Time limits stated in Contract Documents are of the essence of this Agreement. The Work to be performed under this Agreement shall commence upon execution of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved as indicated in Article 14.

4.3 The Date of Substantial Completion of the Work or of a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use. The Date of Final Completion of the Work is the date when all punch list items are completed and the Work to be performed under this Agreement is fully completed in accordance with the Contract Documents.

4.4 The Design/Builder shall prepare a design and construction schedule of Work consistent with Paragraph 4.1 above and present it to Owner for written approval prior to commencing the Work (“Schedule”). This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Owner, The Schedule shall be revised as required by the conditions of the Work.

4.5 If the Design/Builder is delayed in the progress of the Project by acts or neglect of the Owner, Owner's employees, separate contractors employed by the Owner, or changes ordered in the Work not caused by the fault of the Design/Builder, the contract time shall be reasonably extended by Change Order.

4.6 If, at any time during the course of the Work, the progress of the Work, in the Owner's judgment, raises a doubt as to the ability of the Design/Builder to meet the Contract Time, the Design/Builder shall confer and cooperate with the Owner in establishing a schedule for the Work which will assure its completion within the Contract Time at no additional cost to the Owner.

4.7 Completion time will not be extended for normal bad weather. The time for completion as stated in the Request for Proposal includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of the Agreement, the Design/Builder agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan: 22 days	May: 4 days	Sep: 4 days
Feb: 16 days	Jun: 6 days	Oct: 5 days
Mar: 11 days	Jul: 8 days	Nov: 9 days
Apr: 7 days	Aug: 6 days	Dec: 15 days

Also, the Design/Builder agrees that the measure of extreme weather during the period covered by this Agreement shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeds 0.10 inch and the average temperature failed to exceed 40 degrees F. The average in which the maximum temperature exceeded 50 degrees F., averaged from three local area weather stations over the same period of time. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the building is enclosed, exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension will be made for days of bad weather occurring after the building is "enclosed". For the purpose of this Agreement, the term "enclosed" is defined to mean when the building exterior skin is sufficiently completed. No change in contract sum will authorized because of adjustment of contract time due to weather.

4.8 It is further agreed that time is of the essence of each and every portion of this Agreement and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Agreement.

Extensions of time will be considered when the delay in completion of the work is due:

- .1 To any preference, priority, or allocation order duly issued by the Government or Owner;
- .2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, restricted to acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restriction, and extremely severe weather in excess of normal weather losses allowed in Paragraph 4.7. Production line schedule delays of the product manufacturers shall not be considered grounds for a time extension.

4.9 The Design/Builder shall within five (5) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the final settlement of the Agreement, notify the Owner, in writing with a copy to the Owner's Architect, the causes of the delay for each delay caused by reasons other than weather. The Owner shall, where possible, ascertain the facts and extent of the delay or delays for claims, other than those caused by weather, filed by the Design/Builder between the 20th of the month to the 20th day of the previous month. If the Owner agrees with a time extension, the Design/Builder shall issue the monthly Pay Application accompanied by a Change Order. In cases where a claim is filed, except those that are of a continuing nature and extend beyond the normal monthly report period stated herein, the Owner shall ascertain the facts and render his decision within thirty (30) days of the receipt of the final data relating to the claim. Decisions for claims for delays due to severe weather shall be made by the Owner only after the Substantial Completion. Only those days in excess of the accumulated total number of calendar days lost to weather, from the date of the Proceed Order until the time the building is enclosed, as covered in the schedule in Paragraph 4.7, will be considered. Claims for time losses due to extreme weather conditions will not be considered in fractions of less than one half (1/2) day. If the Design/Builder fails to file claims within the time period specified herein for delays, it shall be considered prima facie evidence that no basis for a claim exists.

4.10 The Design/Builder acknowledges and understands that if Substantial Completion of the project is delayed beyond the Date of Substantial Completion (as defined in Article 14 hereof), the Owner will suffer, sustain and incur substantial commercial and economic loss, damage and detriment, including, without limitation, loss of income, profits and operating revenues from the Project and extended interest costs, the precise magnitude and extent of all of which may be difficult to ascertain. Accordingly, it is the intent and desire of the parties (and an inducement to the Owner to enter into this Agreement with the Design/Builder) to agree in advance upon the

amount of compensation which the Owner will be entitled to receive from the Design/Builder if Substantial Completion of the Project is not achieved on or before the Date of Substantial Completion or Final Completion is not achieved on or before the Final Completion Date. For each calendar day that Substantial Completion of the Project is delayed beyond the Date of Substantial Completion (as the same may be extended for excusable delays allowed hereunder), the Design/Builder shall pay to Owner the sum of **Two Hundred and Fifty Dollars (\$250.00) per day** until Substantial Completion is achieved. For each calendar day that Final Completion of the Project is delayed beyond the Date of Final Completion (as the same may be extended for excusable delays allowed hereunder), Design/Builder shall pay to Owner the sum of **Two Hundred Dollars (\$200.00) per day** until Final Completion is achieved. Said sums shall constitute liquidated damages and not a penalty and are deemed reasonable by the parties in light of the circumstances and the anticipated actual loss, damage or detriment which the Owner will suffer, sustain and incur if completion of the Project is delayed. The Owner shall be entitled to retain, receive and recover such liquidated damages from the Design/Builder solely on the basis of the Design/Builder's failure to achieve the Date of Substantial Completion and/or the Date of Final Completion, without the necessity of proving or establishing any underlying cause or actual amount of loss or damage sustained, it being the intent and purpose of the parties to preclude the necessity of any such proof by negotiating and agreeing in advance upon the amount of such liquidated damages as herein provided. Such liquidated damages may be withheld by the Owner from the balance due to the Design/Builder under this Agreement as and when such damages accrue and payments become due to the Design/Builder hereunder or, if such liquidated the Design/Builder for breach of this Agreement, including, without limitation, Owner's right to terminate this Agreement.

## **5.0 PAYMENTS**

### **5.1 PROGRESS PAYMENTS**

5.1.1 The Design/Builder shall deliver to the Owner itemized Applications for Payment in such detail as indicated in Article 14.

5.1.2 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment certified by the Owner, shall make payment to the Design/Builder.

5.1.3 The Application for Payment shall constitute a representation by the Design/Builder to the Owner that, to the best of the Design/Builder's knowledge, information, and belief the design and construction have progressed to the point indicated; the quality of the Work covered by the application is in accordance with the Contract Documents; and the Design/Builder is entitled to payment in the amount requested. The application shall be certified and approved by the Owner.

5.1.4 The Design/Builder shall pay each contractor, upon receipt of payment from the Owner, out of the amount paid to the Design/Builder on account of such contractor's work, the amount to which said contractor is entitled in accordance with the terms of the Design/Builder's contract with such contractor. The Design/Builder shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors and materialmen in similar manner.

5.1.5 The Owner shall have no obligation to pay or to be responsible in any way for payment to a contractor, subcontractor, or materialmen of the Design/Builder except as may otherwise be required by law.

5.1.6 No progress payment or partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.1.7 The Design/Builder warrant that:

.1 Title to Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in construction or upon receipt of payment by the Design/Builder, whichever occurs first;

.2 Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and

.3 No Work, materials or equipment covered by an Application for Payment will have been acquired by the Design/Builder, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such other person.

5.1.8 The Design/Builder will receive the payments made by the Owner and the Design/Builder will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. The Design/Builder shall first apply all progress payments as trustee to satisfy all obligations the Design/Builder has incurred due to the Work, and shall comply with all laws applicable thereto.

5.1.9 The Design/Builder shall, as often as requested by the Owner, furnish such information, evidence and substantiation as the Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by the Design/Builder in connection with the Work and all payments made by the Design/Builder on account thereof. The Design/Builder shall also furnish, as required by the Owner, in its sole discretion, such partial or final lien waivers or releases as the Owner deems necessary to ensure that the Design/Builder has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. Nothing herein shall constitute any requirement that the Owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of the Owner to require such releases and waivers shall limit the Owner's right to require them subsequently.

5.1.10 The Owner reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that the Design/Builder (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Contract, including retainage and exclusive of back charges, are insufficient to complete the Work; (c) to reimburse the Owner for any back charges incurred as a result of any act or omission by the Design/Builder hereunder; (d) to protect the Owner from the possible consequences of any other breach or default by the Design/Builder hereunder; or (e) to secure the Owner with respect to any breach or default by the Design/Builder or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty, or improper work or materials.

Without limiting the provisions of the previous paragraph, the Owner may retain from each progress payment made prior to the time of Substantial Completion ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in the preceding sentence, and in no event to exceed any applicable statutory requirements. If the Owner elects to use this retainage provision:

.1 At the time the work is fifty percent complete, the Owner shall withhold no additional retainage and shall pay the Design/Builder the full amount of what is on account of progress payments;

.2 The Owner may, in its sole discretion, reduce the amount to be retained at any time;

.3 The Owner may release retainage on that portion of the work a Subcontractor has completed, in whole or in part, and which Work the Owner has accepted;

.4 In lieu of retainage, the Design/Builder may furnish a retention bond, acceptable to the Owner, to be held by the Owner.

5.1.11 The Owner shall make a progress payment to the Design/Builder equal to the value of the completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by the Owner, and after deducting: (a) all previous payments; (b) current retainage (to a maximum of 10 percent of each progress payment; provided, however, that, when 50 percent of the contract value including change orders and other additions to the Contract value provided for by the Contract Documents is due and the manner of completion of the contract Work and its progress are satisfactory to the Owner, the Owner shall withhold no more retainage. If after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.; and (c) all charges or back charges for services, materials, equipment, or other items furnished or otherwise chargeable to the Design/Builder.

## 5.2 FINAL PAYMENT

5.2.1 At substantial completion of the Work and as the Owner determines the Work to be reasonably satisfactory, the Owner shall within 30 days after the last of the following to occur: (a) delivery of a final application for payment; (b) furnishing of evidence satisfactory to the Owner that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work; (c) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of the Design/Builder or the Design/Builder's suppliers or subcontractors; and (d) delivery of a general release, in a form satisfactory to the Owner, executed by the Design/Builder running to and in favor of the Owner, and such other parties as the Owner may require; pay the retainage to the Design Builder. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's Architect shall be withheld until such item or items are completed to the Owner's satisfaction.

5.2.2 Neither final payment nor amounts retained, if any, shall become due until the Design/Builder submits any of the following to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the Owner or Owner's property might be liable have been paid or have paid or will pay with the proceeds of this payment from the county. Otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the Work, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Owner. If a contractor refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design/Builder shall reimburse the Owner for moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5.2.3 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens;
- .2 faulty or defective Work appearing after Substantial Completion;
- .3 failure of the Work to comply with requirements of the Contract Documents; or
- .4 terms of special warranties required by the Contract Documents.

5.2.4 Acceptance of final payment shall constitute a waiver of all claims by the Design/Builder except those previously made in writing and identified by the Design/Builder as unsettled at the time of final Application for Payment.

## **6.0 PROTECTION OF WORK, PEOPLE, AND PROPERTY**

6.1 The Design/Builder shall be responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work.

6.2 The Design/Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- .1 Employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein; and
- .3 Other property at or adjacent to the site.

6.3 The Design Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

6.4 The Design/Builder shall be liable for damage or loss to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable, except damage or loss attributable to the acts or omissions of the Owner, the Owner's separate contractors or anyone directly or indirectly employed by them or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Design/Builder.

## **7.0 DESIGN/BUILDER'S INSURANCE AND BONDS**

### **7.1 DESIGN/BUILDER'S LIABILITY INSURANCE**

7.1.1 The Design/Builder shall purchase and maintain in a company or companies authorized to do business in the State of Georgia, having a rating with A. M. Best & Co. of A-VII or better and acceptable to Owner, such insurance acceptable to Owner as will protect the Design/Builder from claims set forth below which may arise out of or result from operations under the Contract by the Design/Builder or by a contractor of the Design/Builder, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws and acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the Design/Builder's employees;
- .4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Design/Builder or (2) by another person;

- .5 claims for damages, other than to the Work at the site, because of injury to or destruction of tangible property, including loss of use;
- .6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- .7 claims for damages because of professional errors and omissions; and
- .8 claims for contractually assumed liability under this agreement.

7.1.2 The insurance required by the above Subparagraph 7.1.1 shall be written for not less than limits of liability specified as follows or required by law, whichever are greater:

- .1 Worker's Compensation
  - (a) State: Statutory
  - (b) Applicable Federal: Statutory
  - (c) Employer's Liability: \$100,000.00
- .2 Comprehensive General Liabilities (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage and Elevator Liability):
  - Bodily Injury: \$5,000,000.00 Each Occurrence  
\$5,000,000.00 Annual Aggregate
  - Property Damage: \$5,000,000.00 Each Occurrence  
\$5,000,000.00 Annual Aggregate

Products and Completed Operations to be maintained for one year after final payment.

Property Damage Liability Insurance including XCU coverage.

- .3 Contractual Liabilities:
  - Bodily Injury: \$ 1,000,000.00 Each Occurrence  
\$ 5,000,000.00 Annual Aggregate
  - Property Damage: \$ 1,000,000.00 Each Occurrence  
\$ 5,000,000.00 Annual Aggregate
- .4 Personal Injury: \$ 1,000,000.00 Each Occurrence  
\$ 5,000,000.00 Annual Aggregate
- .5 Comprehensive Automobile Liability:
  - Bodily Injury: \$1,000,000.00 Each Person  
\$1,000,000.00 Each Occurrence
  - Property Damage: \$1,000,000.00 Each Occurrence  
\$5,000,000.00 Annual Aggregate

- .6 Professional Errors and Omissions: \$2,500,000.00 Each Occurrence  
\$2,500,000.00 Annual Aggregate
- .7 Builders Risk: Full amount of cost proposal minus the amount of Design and Construction Management Services.
- .8 Umbrella Policy: \$5,000,000.00 combined single limit

To remain in force through the one (1) year warranty period.

7.1.3 The Design/Builder's liability insurance shall include contractual liability insurance applicable to the Design/Builder's obligations under Paragraph 11.7.

7.1.4 Certificates of Insurance, and copies of policies and endorsements, acceptable to the Owner, shall be delivered to the Owner prior to commencement of design and construction, as provided below. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The form of the certificate shall be AIA Document G705.

7.1.5 The Design/Builder's general liability and automobile insurance shall be endorsed to include the Owner, its officers, officials, employees, volunteers and agents as additional insureds as respects liability arising out of activities covered by or on behalf of the Design/Builder, products and completed operations of the Design/builder, premises owned, occupied or used by the Design/Builder, or automobiles owned, leased, hired or borrowed by the Design/builder. The coverage shall contain no special limitation on the scope of protection afforded to Owner, its officers, officials, employees, volunteers and agents. Nothing in this paragraph shall be construed to require the Design/Builder to provided liability coverage to the owner for claims asserted against Owner for its sole negligence. Such policies shall provide that any failure to comply with the reporting provisions, of the policies, shall not affect coverage provided to the Owner, its officers, officials, employees, volunteers or agents. The Design/Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.1.6 The Design/Builder shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein with the exception of professional liability insurance stated in Paragraph 7.1.7

7.1.7 The Design/Builder's Architect, Engineers, Testing Consultants and any other party engaged by the Design/Builder to provide services shall carry professional liability insurance in the amount of \$2,500,000.00 single limit per occurrence. Certificates shall be provided including a description of services covered by the insured party on the Project.

7.1.8 Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees; or the Design/Builder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## 7.2 PROPERTY INSURANCE

7.2.1 The Design/Builder shall purchase and maintain in a company lawfully authorized to do business in the State of Georgia property insurance in the amount of the contract sum as well as subsequent modifications. Such property insurance shall be maintained unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered whichever is earlier. This insurance shall include interest of the Owner, the Design/Builder, Subcontractors, and Subs-Subcontractors in the Work.

7.2.2 The type of policy shall be a Builder's Risk in the amount of the contract sum as well as subsequent modifications and shall be on an all-risk policy form. The Builder's Risk policy shall cover work performed under the Contract, and materials, equipment, expedited deliveries or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work. The making of progress payments to Design/Builder shall not be construed as relieving Design/Builder or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

7.2.3 The form of policy for this coverage shall be Completed Value.

7.2.4 If the Owner is damaged by the failure of the Design/Builder to maintain such insurance, then the Design/Builder shall bear all costs properly attributable thereto.

## 7.3 INSURANCE

7.3.1 The Design/Builder shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the Work hereunder by the Design/Builder, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Design/Builder's bid.

### 7.3.2 VERIFICATION OF COVERAGE;

7.3.2.1 The Design/Builder shall furnish the Owner with five original certificates of insurance, each with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The name of the Insured on the Certificate must exactly match the name on the Agreement/Contract and on the Design/Builder's corporate seal. Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable. The Certificates must include the Cobb County Property Management Project Name and Project Number.

7.3.2.2 The Certificate Holder must be shown as:

Cobb County Board of Commissioners  
Attention: Property Management  
1150 Powder Springs Road, P.O. Box 649  
Marietta, GA 30064

7.3.2.3 The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds, and shall be approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

7.3.2.4 The endorsements on the certificates must read as follows:

.1 The certificate for All Coverage shall include the following Cancellation endorsement, worded exactly as follows: "Should any coverage be suspended, voided, cancelled or, reduced in coverage or in limits, thirty(30) days prior written notice delivered by certified mail, return receipt requested, will be given to the Certificate Holder.";

.2 The certificate for General Liability and Automobile coverage shall include the following endorsement, worded exactly as follows: "Owner, its officers, officials, employees and volunteers are covered as additional insureds as respects liability arising out of actions performed by or on behalf of the Design/Builder; products and completed operations of the Design/Builder; or automobiles owned, leased, hired or borrowed by the Design/Builder."

.3 The certificate for Worker's Compensation and Employers' Liability coverage shall include the following endorsement, worded exactly as follows: "The insurer agrees to waive all rights of subrogation with respect to Worker's Compensation and Employers' Liability coverage against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Design/builder for the Owner."

#### 7.4 LOSS OF USE INSURANCE

7.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design/Builder, the Design/Builder's contractors, and their agents and employees, for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph 7.4.

#### 7.5 PERFORMANCE BOND AND PAYMENT BONDS

7.5.1 Prior to the execution of the Agreement:

.1 The Design/Builder will furnish bonds covering faithful performance of the Contract and payment of all obligations arising there under, secured through the Design/Builder's usual sources and acceptable to the Owner. Premiums shall be paid by the Design/Builder.

.2 The Company issuing such bonds must be listed in the latest issue of U. S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the Guaranteed Maximum Price (as defined in Paragraph 13.1.1 below and as may be adjusted by the parties), as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor or furnishing material in connection with the Agreement. Any increase in the Guaranteed Maximum Price shall require a rider to the bonds increasing the amounts accordingly. The surety shall be acceptable to the Owner and the bonds shall be executed on the forms attached hereto as **Exhibit A** and **Exhibit A-1**. In case of default on the part of the Design/Builder, all expenses incident to ascertaining and collecting losses on the bond, including engineering and legal fees shall lie against the

bond. The Design/Builder shall provide to Owner a one-year guarantee covering workmanship and materials of the Project. The performance bond shall remain in force for one year from the date of Project acceptance by the Owner. The cost of these bonds shall be paid by the Design/Builder.

.3 Bonding of Subcontractors: Design/Builder shall obtain, as part of the contract sum, Performance and Labor and Material Payment Bonds, each in 100% of the sub-contract sum, for each subcontractor having a contract exceeding **Fifty Thousand Dollars (\$50,000.00)**. Subguard (Contractor Supplied Insurance Program) will be used by the Design/ Builder. Should Owner elect not to require bonds for particular Subcontractors, bond costs shall revert back to Owner. The Design/Builder and Subcontractor shall require the Attorney-In-Fact who executes the bonds on behalf of sureties to attach a certified, current copy of his Power of Attorney.

## **8.0 CHANGES IN THE WORK**

### **8.1 CHANGE ORDERS**

8.1.1 A Change Order is a written order signed by the Owner and Design/Builder, and issued after execution of this Agreement, authorizing a change in the Work or adjustment in the contract sum or contract time. The contract sum and contract time will only change by Change Order.

8.1.2 The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and contract time shall be adjusted accordingly. Such changes in the Work shall be authorized by Change Order, and shall be performed under applicable conditions of the Contract Documents.

8.1.3 The Owner may, within reason, request the Design/Builder to submit a proposal for a change in the Work and then elect not to proceed with the change. This shall result in no additional cost to the Owner.

8.1.4 Cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided below.

8.1.5 If none of the methods set forth in Paragraph 8.1.4 in clauses .1, .2 or .3 is agreed upon, the Owner may elect to issue the Change Order to the Design/Builder directing such work to be performed by the Design/Builder, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this Agreement; and the Design/Builder shall, nonetheless, proceed immediately with the changed Work. The Design/Builder shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Owner at the Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to the Owner upon its request, shall constitute an acceptance on the Design/Builder's part of the Owner's determination of the direct savings and direct cost of such changed Work. In no event shall the Design/Builder proceed with changed Work without a Change Order issued pursuant to this Paragraph 8.1.5. The Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order. In case of the methods set forth in Paragraph 8.1.4 clauses .3 and .4, the Design/Builder shall keep and present an itemized

accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, as well as fringe benefits required by agreement or custom; workers' or workman's compensation insurance; bond premiums; rental value of equipment and machinery; and fees paid to architects, engineers and other professionals. Pending final determination of cost to the Owner, payments on account shall be made on the Application for Payment. The amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the contract sum will be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.1.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the Owner, applicable unit prices shall be equitably adjusted.

8.1.7 In Paragraph 8.1.5 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

.1 For additive Change Orders, the Design/Builder's fee for overhead and profit combined will be increased by **15 % percent** of the approved direct cost of the additional work performed by its Subcontractors. For the Design/Builder and each Subcontractor involved, the respective party's fee for overhead and profit combined will be increased by **15% percent** of the approved direct cost of the additional work performed with its own forces.

.2 All Sub-Subcontractor's are considered to have been established solely for the convenience of the Design/Builder and its immediate Subcontractors. To this effect, the allowable Subcontractor overhead and profit amount shall not be derived by compounding the established percentages upon themselves through their Sub-Subcontractors.

.3 For deductive Change Orders, the Design/Builder's fee for overhead and profit will remain unchanged.

.4 For Changes in the Work involving both additive and deductive amounts, the effective cost shall be the net total from the summation of all costs associated with the change. If this cost results in a net add, then subparagraph .1 above shall apply; if the cost is a net deduct, then subparagraph .3 above shall apply. The Design/Builder shall not submit groups of partial Proposals relative to a singular item of Change. Requests for Time Extensions relative to the Change shall be identified in the Proposal.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a Change involving over One Hundred Dollars (\$100.00) be approved without such itemization.

.6 The Design/Builder shall sequentially number each of his cost change proposals and further identify each proposal as to cause for change.

## 8.2 CONCEALED CONDITIONS

8.2.1 If, in the performance of the Work, the Design/Builder finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Design/Builder reasonably anticipated, or if the physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the GMP, estimated Cost of the Work, the Design/Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if applicable the compensation for Design

Phase services, may be equitably adjusted by Change Order within a reasonable time after the conditions are first observed. The Design/Builder shall provide the Owner with written notice within ten (10) business days after the date of discovery of such condition. Upon receipt of the Design/Builder's notice, the Owner will investigate the conditions. If the Owner determines that a concealed or unknown site condition exists, the Owner will issue an interim Change Order providing the Design/Builder directions on how to proceed. If the Owner determines that a concealed or unknown site condition does not exist, the Design/Builder shall continue with the Work s shown in the contract Documents.

### **8.3 REGULATORY CHANGES**

8.3.1 The Design/Builder acknowledges, by execution of this Agreement, that the Design/Builder has included in the compensation all changes in the Work necessitated by the current enactment or current revision of codes, laws, or regulations subsequent to signing of the Contract and including those codes, laws. Contractor shall not be compensated for changes required by inspection officials through completion of the Work for compliance with requirements, which were in force at time of Contract signing or anticipated to be enacted prior to completion whether or not such requirements were noted at time of permit issuance.

### **9.0 DEFECTIVE WORK**

9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the Construction Documents. Whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design/Builder shall specifically warrant all work performed under this Agreement for one (1) year immediately following Substantial Completion. The Design/Builder shall correct Work under this Agreement found to be defective or nonconforming within that one-year period, or within such longer period provided by any applicable special warranty in the Contract Documents.

9.2 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations of the Design/Builder under this Agreement. Paragraph 9.1 relates only to the Design/Builder's warranty, and specific obligation of the Design/Builder to correct the Work. It has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's obligations other than correction of the Work.

9.3 If the Design/Builder fails to correct defective Work as required, or, if the Design/Builder persistently fails to carry out Work in accordance with the Contract Documents, then the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for the benefit of the Design/Builder or other persons or entities.

9.4 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within forty-eight (48) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, the Owner may correct such deficiencies by whatever means the Owner deems expedient. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner.

## **10.0 DISPUTES**

10.1 Work Continuance and Payment. The Design/Builder shall continue to proceed with the performance of its obligations under the Agreement and shall maintain the progress of such services during any dispute mitigation or resolution proceedings arising out of this Agreement unless the Owner and the Design/Builder shall mutually agree otherwise in writing. If the Design/Builder continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

10.2 Direct Discussions. If the parties cannot reach resolution on a matter relating to or arising out of the Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between the parties' representatives, who shall possess to the extent possible the necessary authority to resolve such matter and who will record the date of first discussions. If the parties' representatives are not able to resolve such matter within ten (10) business days of the date of first discussion, the Parties' representative shall immediately inform senior executives of the parties in writing that resolution are not affected. Upon receipt of such notice, the senior executives of the parties shall meet within fifteen (15) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) business days from the date of first discussion, the parties shall submit such matter to mediation.

10.3 Mediation. The parties shall endeavor to resolve the matter by mediation through the Cobb County system. The administration of the mediation shall be as mutually agreed by the parties. The mediation shall be convened within sixty (60) business days of the matter first being discussed. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating party to the non-terminating party and to the mediator. The costs of the mediation shall be share equally by the parties.

10.4 Litigation. If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the parties shall submit the matter to litigation. All such actions shall be commenced in a court of competent jurisdiction located in Cobb County, Georgia, it being specifically understood that the Owner and Design/Builder expressly consent to the jurisdiction and venue of any such court.

## **11.0 MISCELLANEOUS**

11.1 This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Georgia.

11.2 The table of contents and the headings of Articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

11.3 In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

### **11.4 SUBCONTRACTS**

11.4.1 Work not performed by the Design/Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer. The Design/Builder, as soon as practicable after execution of this Agreement, shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors and subcontractors for the Project. The Design/Builder shall not retain any subcontractor to whom the Owner has a reasonable and timely objection. The Design/Builder shall be responsible to the management of the Subcontractors in the performance of the Work.

11.4.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party.

11.4.3 Contingent Assignment of Subcontract. If this Agreement is terminated, each subcontract agreement shall be assigned by the Design/Builder to the Owner, subject to the prior rights of any surety, provided that:

- .1 this Agreement is terminated by the Owner pursuant to Article 12 of this Agreement; and,
- .2 the Owner accepts such assignment, after termination, by notifying the Subcontractor and Design/Builder in writing, and assumes all rights and obligations of the Design/Builder pursuant to each subcontract agreement.

If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

11.4.4 Binding of Subcontractors and Material Suppliers. The Design/Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

## 11.5 WORK BY OWNER OR OWNER'S CONTRACTORS

11.5.1 The Owner reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall make such claims as provided in Paragraph 11.6.

11.5.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage on the Project site of their materials and equipment for execution of their work. The Design/Builder shall incorporate and coordinate the Design/Builder's Work with work of the Owner's separate contractors as required by the Contract Documents, provided the Subcontractors have adequate insurance coverage and list Design/Builder as additional insured.

11.5.3 Costs caused by defective or ill-timed work shall be borne by the party responsible.

11.5.4 The Owner shall cause Owner's separate contractors to include the Design/Builder, its officers, employees and agents as additional insureds under its policies of insurance or shall furnish separate certificates and endorsements for the construction of this Project.

## 11.6 CLAIMS FOR DAMAGES

11.6.1 Should either party to this Agreement suffer injury or damage to person or property because of an act of omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

## 11.7 INDEMNIFICATION

11.7.1 To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Owner and the Owner's officer, officials, employees, consultants, agents and volunteers from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and other legal expenses, as well as interest arising out of or resulting from performance of the Work. These indemnification obligations shall be limited to claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent such claims, damages, losses or expenses are caused by negligent acts or omissions of the Design/Builder, the Design/Builder's contractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, regardless of whether or not they are caused solely by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Paragraph 11.7.

11.7.2 In claims against the Owner, its officers, officials, employees, consultants, agents or volunteers by an employee of the Design/Builder, its contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 11.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design/Builder, or a Design/Builder's contractor, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## 11.8 SUCCESSORS AND ASSIGNS

11.8.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Neither party shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.

11.8.2 This Paragraph 11.8 shall survive completion or termination of this Agreement.

11.9 TERMINATION OF ARCHITECT OR ENGINEER. In case of termination of the Design/Builder's Architect or Engineers, the Design/Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no reasonable objection and whom shall be in compliance with all requirements of this agreement.

11.10 WAIVER. The failure of either party to insist, in one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

## 11.11 EXTENT OF AGREEMENT

11.11.1 This Agreement represents the entire agreement between the Owner and Design/Builder and supersedes prior negotiations, representations, or agreements. This Agreement may be amended only by written instrument signed by both Owner and Design/Builder.

11.12 JOINT DRAFTING. The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

## **12.0 TERMINATION**

### **12.1 TERMINATION BY THE OWNER**

12.1.1 This Agreement may be terminated by the Owner upon seven (7) days' written notice to the Design/Builder in the event that the Project is abandoned by the Owner or otherwise at the convenience of the Owner. If such termination occurs, the Owner shall pay the Design/Builder for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages, excluding special, consequential or punitive damages.

12.1.2 If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the Owner may give written notice that the Owner intends to terminate this Agreement. If the Design/Builder fails to correct the defaults, failure or neglect within seven (7) days after being given notice, the Owner may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the Design/Builder or, at the Owner's option, may terminate the employment of the Design/Builder and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design/Builder and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to the Design/Builder, but if the expense exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner.

In addition to Paragraph 12.1.2, the following events will be deemed a default by the Design/Builder hereunder:

- .1 The entry of a decree or order, either voluntarily or involuntarily, for relief by a court or entity having jurisdiction over the Design/Builder in any action involving bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar official) of or for the Design/Builder, or the ordering of the winding up or liquidation of the Design/Builder's affairs;
- .2 The Design/Builder, in the judgment of the Owner, refuses or fails to supply a sufficient number of skilled workmen and supervisory personnel or suitable materials or equipment for performance of the Work;
- .3 The Design/Builder fails to follow the instructions of the Owner directed towards requiring results in conformity to the Agreement;
- .4 The Design/Builder disregards any law, ordinance, rule, regulation or order of any public authority having jurisdiction.

### **12.2 TERMINATION BY THE DESIGN/BUILDER**

12.2.1 If the Owner fails to make payment when due, the Design/Builder may give written notice of the Design/Builder's intention to terminate this Agreement. If the Design/Builder fails to receive payment within thirty (30) days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, seven (7) days after receipt of such second written notice by the Owner, if Owner has not cured its default, Design/Builder may terminate this Agreement and recover from the Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and money damages.

12.2.2 The Design/Builder shall have no right to consequential damages by reason of the Owner's failure to make payment or any acts of the Owner under this Agreement, and the Design/Builder hereby waive any and all rights to consequential damages.

### 13.0 BASIS OF COMPENSATION

13.0.1 The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Agreement as described below.

#### 13.1 COMPENSATION

The basis of compensation under this Agreement shall be the Cost of Work plus a fee with a Guaranteed Maximum Price ("GMP"). The Design/Builder acknowledges that the Owner has approved a maximum budget of \_\_\_\_\_ (\$\_\_\_\_\_.\_\_) for all work performed for the Project under this Contract ("Maximum Budget Amount"). The GMP shall not exceed the Maximum Budget Amount approved by Owner for this Project.

##### 13.1.1 GUARANTEED MAXIMUM PRICE (GMP)

.1 GMP PROPOSAL. At such time as the Owner and the Design/Builder jointly agree, the Design/Builder shall submit a GMP Proposal in a format acceptable to the Owner. Unless the parties mutually agree otherwise, the GMP shall be in the sum of the estimated Cost of the Work, as hereinafter defined, and the Design/Builder's Fee as hereinafter defined. The GMP is subject to modification as provided in Article 8.0. The Design/Builder will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

**.2 COST ITEM FOR GMP PHASE SERVICES - Compensation for GMP is \$ Enter Price or N/A and includes all other Design and Fee cost proposals;**

If the Design/Build documents are not complete at the time the GMP Proposal is submitted to the Owner, the Design/Builder shall provide in the GMP for further development of the Design/Build Documents consistent with the Owner's Request for Proposal. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which if required, shall be incorporated by Modification.

.3 BASIS OF GUARANTEED MAXIMUM PRICE. The Design/Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

- .1 A list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;
- .2 A list of allowances and a statement of their basis;
- .3 A list of the assumptions and clarifications made by the Design/Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;
- .4 The Date of Substantial Completion or the Date of Final Completion upon which the GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;
- .5 A schedule of applicable alternate prices;
- .6 A schedule of additional services included, if any;
- .7 The time limit for acceptance of the GMP Proposal;
- .8 The Design-Builder's Contingency as provided in Subparagraph 13.1.1.7;
- .9 A statement of any work to be self-performed by the Design/Builder, and
- .10 A statement identifying all patented or copyrighted materials, methods or systems selected by

the Design/Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

.4 REVIEW AND ADJUSTMENT TO GMP PROPOSAL. The Design/Builder shall meet with the Owner to review the GMP Proposal. In the event that the Owner has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to the Design-builder, who shall make appropriate adjustments to the GMP, its basis or both.

.5 ACCEPTANCE OF GMP PROPOSAL. Upon acceptance by the Owner of the GMP Proposal, as may be amended by the Design/Builder in accordance with Subparagraph 8.0, the GMP and its basis shall be set forth in Amendment No. 1. The GMP and the Date of Substantial Completion or the Date of Final Completion shall be subject to modification in Article 4.0.

.6 FAILURE TO ACCEPT THE GMP PROPOSAL. Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies the Design-builder, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

.1 Suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with Subparagraph 13.1.1.4.

.2 Direct the Design/Builder to proceed on the basis of reimbursement as provided in Articles 2, 3, 4 and 5 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

.3 Terminate the Agreement for convenience in accordance with Paragraph 12.1.1.

.4 In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

.7 PRE-GMP WORK. Prior to the Owner's acceptance of the GMP Proposal, the Design/Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Owner may specifically authorize in writing.

.8 DESIGN/BUILDER'S CONTINGENCY. The GMP Proposal will contain as part of the estimated Cost of the Work, the Design/Builder's Contingency, a sum mutually agreed upon and monitored by the Design/Builder and the Owner to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design/Builder's Contingency shall not be used for changes in scope for any item that would be the basis for an increase in the GMP. The Design/Builder shall provide the Owner with an accounting of charges against the Design/Builder's Contingency.

.9 COST REPORTING. The Design/Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design/Builder shall maintain a complete set of all books and records prepared or used by the Design/Builder with respect to the Project. The Design/Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design/Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

### 13.1.2 COST OF THE WORK

13.1.2 The Owner agrees to pay the Design/Builder for the Cost of the Work as hereinafter defined. This payment shall be in addition to the Design-Builder's Fee. The cost of Work shall include:

.1 **COST ITEMS FOR DESIGN PHASE SERVICES - Compensation for Design Phase services of \$ Enter Price or N/A;**

.2 **COST ITEMS FOR CONSTRUCTION PHASE SERVICES - Wages paid for labor in the direct employ of the Design/Builder in the performance of the Work for \$ Enter Price or N/A as specified in the General Conditions Cost Breakdown;**

.1 Salaries of the Design/Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below;

.2 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design/Builder's standard personnel policy, insofar as such costs are paid to employees of the Design/Builder who are included in the Cost of the Work under Subparagraphs and;

.3 Reasonable transportation, travel, hotel and moving expenses of the Design-Builder's personnel incurred in connection with the Work;

.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage and handling;

.5 Payments made by the Design/Builder to Subcontractors for work performed under this Agreement;

.6 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Paragraph 13.1.2.2.1;

.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Design/Builder;

.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design/Builder or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

.9 Cost of the premiums for all insurance and surety bonds which Design/Builder is required to procure or deems necessary, and approved by the Owner, including any additional premium incurred as a result of any increase in the GMP;

.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design/Builder is liable;

.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph and deposits lost for causes other than the Design/Builder's negligence;

.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design/Builder.

.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office;

.14 Reproduction costs, photographs, facsimile transmissions, long-distance phone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

.15 All water, power and fuel costs necessary for the Work;

.16 Cost of removal of all non-hazardous substances, debris and waste materials;

.17 Costs incurred due to an emergency affecting the safety of persons or property;

.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Owner and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work;

.19 All costs directly incurred in the performance of the work or in connection with the Project, and not included in the Design/Builder's Fee as set forth in Paragraph 13.1.3, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

**13.1.3 DESIGN/BUILDERS FEE except as otherwise provided in Paragraph 8.1.7 above, the Design/Builder's fee for overhead and profit under this Agreement shall be \$ Enter Price or N/A.**

13.1.4 DISCOUNTS. All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Design/Builder, all cash discounts shall accrue to the Design-Builder. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

## 14.0 OTHER PROVISIONS

14.1 The Basic Services to be performed shall be commenced on **June 9, 2015** and subject to authorized adjustments and to delays not caused by the Design/Builder, Substantial Completion shall be achieved within **No. of Days** calendar days thereafter (“Substantial Completion Date”), and Final Completion shall be achieved within **60** days after the Date of Substantial Completion (“Final Completion Date”).

14.2 The Design/Builder shall submit an Application for Payment on the Twenty-Fifth (25) of each month. The Design/Builder will provide with the Payment Application a line item breakdown of all previous costs to date plus the amount being applied for.

14.3 The Design/Builder's Bid Proposal includes:

All cost for furnishing to Owner all materials, equipment, and supplies for the any costs incurred in the Design and Construction of the Project.

14.4 The Design/Builder will provide the following key individuals for the entire duration of the Project. Key individuals cannot be replaced without written approval of the Owner. The Owner may request that a key individual be replaced by another individual meeting the Owner's approval.

.1 Design/Builder Partner: ( \_\_\_\_\_ )

.2 Design/Builder Project Managers: ( \_\_\_\_\_ )

.3 Design/Builder Superintendents: ( \_\_\_\_\_ )

.4 Design/Builder Architect Project Managers: ( \_\_\_\_\_ )

.5 Project Civil Engineer: ( \_\_\_\_\_ )

.6 Project Structural Engineers: ( \_\_\_\_\_ )

.7 Project Mechanical Engineer: ( \_\_\_\_\_ )

.8 Project Electrical Engineer: ( \_\_\_\_\_ )

14.5 IMMIGRATION COMPLIANCE. The Owner and Design/Builder agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Design/Builder represents that it employs:

- \_\_\_\_\_ 500 or more employees;
- \_\_\_\_\_ 100 or more employees; or
- \_\_\_\_\_ Fewer than 100 employees

(Design/Builder must initial appropriate category).

The Design/Builder further agrees that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Design/Builder Affidavit and Agreement attached hereto as **Exhibit B**.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Design/Builder further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as **Exhibit B-1**; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Design/Builder to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Design-Builder to continue to satisfy the obligations of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Design/Builder shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the Owner shall be entitled to all available remedies, including termination of the contract and damages.

14.6 COMPLIANCE WITH O.C.G.A. § 36-60-13. Owner and Design/Builder agree that this Agreement is subject to the terms of O.C.G.A. § 36-60-13. In accordance with such provision, this Agreement is for a term of one year and shall terminate absolutely and without further obligation on the part of Owner at the close (December 31) of the calendar year in which it was executed and at the close (December 31) of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. This Agreement will automatically renew at 12:01 January 1 of the following calendar year unless the Owner notifies the Design/Builder in writing at least thirty (30) days prior to termination that the Agreement will not be renewed. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the Owner. This Agreement does not create a debt of the Owner for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

14.7 CONFLICT OF INTEREST AFFIDAVIT. Design/Builder agrees, and shall execute an affidavit in the form as attached hereto as **Exhibit C** attesting that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for Owner, that no employee of Owner, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Owner.

14.8 NON-COLLUSION AFFIDAVIT. Owner and Design/Builder acknowledge that the Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)]. In compliance with O.C.G.A. § 36-91-21(d), (e) Design/Builder shall make the oath and complete an affidavit in the form as attached hereto as **Exhibit D**. If such oath is false, this agreement shall be void, and all sums paid by the Owner on the Agreement may be recovered by appropriate action.

"SPACEBAR" TO DELETE, OR INSERT LANGUAGE REGARDING FEDERAL GRANT REQUIREMENTS AS PARA. 14.9

IN WITNESS WHEREOF, the parties have duly executed this Contract which shall be effective on the date signed by the Owner.

**OWNER**

Cobb County \_\_\_\_\_

By: \_\_\_\_\_  
(SIGNATURE)

Chairman, Board of Commissioners \_\_\_\_\_

100 Cherokee Street \_\_\_\_\_

Marietta, Georgia 30060 \_\_\_\_\_  
(PRINTED NAME, TITLE, AND ADDRESS)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: County Clerk \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Attorney

**DESIGN/BUILDER**

[Insert legal name of Design/Builder] \_\_\_\_\_

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_  
(PRINTED NAME, TITLE, AND ADDRESS)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DESIGN/BUILDER'S SEAL**

**DESIGN/BUILDER CHECK ONE:** ( ) Corporation ( ) Partnership/Joint Venture ( ) Individual

**LICENSING:** By executing this Contract, Design/Builder affirms that it holds the following contractor license(s) applicable to the Work as required by the State of Georgia:

License No(s) \_\_\_\_\_ License Classification(s): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**FEDERAL EMPLOYER ID #:** \_\_\_\_\_

**BUSINESS LICENSE #:** \_\_\_\_\_

**EXHIBIT A  
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, hereinafter called a Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, are held and firmly bound unto the **COBB COUNTY**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$ \_\_\_\_\_) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the Owner for **Program Name, Program No.**, in accordance with drawings and specifications prepared by \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant,
1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
  4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

*THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.*

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_(SEAL)  
Principal (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_(SEAL)  
Surety

\_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified and Dated Power of Attorney)  
DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.  
(Bond must not be dated prior to date of Agreement)

**EXHIBIT A-1  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
, as Principals, hereinafter called Contractor, and \_\_\_\_\_  
, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest  
issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are  
held and firmly bound unto the **COBB COUNTY**, hereinafter called Owner, in the sum of  
\_\_\_\_\_ Dollars (in words),  
(\$\_\_\_\_\_) (in figures), for payment of which sum, well and truly to be made,  
the Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_, with the Owner for **Program Name, Program No.**, in accordance  
with drawings and specifications prepared by \_\_\_\_\_, which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said Contract, then this obligation shall be null and  
void otherwise shall remain in full force and effect. The Surety hereby waives notice of  
any alteration or extension of time made by the Owner. Whenever Contractor shall be,  
and declared by Owner to be in default under the Contract, the owner having performed  
Owner's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and  
conditions, and upon determination by Surety of the lowest responsible bidder, or, if  
the Owner elects, upon determination by the Owner and the Surety jointly of the  
lowest responsible bidder, arrange for a contract between such bidder and Owner,  
and make available as Work progresses (even though there should be default or a  
succession of defaults) under the contract or contracts of completion arranged under  
this paragraph sufficient funds to pay the cost of completion less the balance of the  
contract prices; but not exceeding, including other costs and damages for which the  
Surety may be liable hereunder, the amount set forth in the first paragraph hereof.  
The term "balance of the Contract Price", as used in this paragraph, shall mean the  
total amount payable by Owner to Contractor under the Contract and any  
amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_ (SEAL)  
Principal (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_ (SEAL)  
Surety

\_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified and Dated Copy of Power of Attorney)  
DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.

(Bond must not be dated prior to date of Agreement)

**EXHIBIT A  
PERFORMANCE BOND**

[attach]

**EXHIBIT A-1  
PAYMENT BOND**

[attach]

**CONTRACTOR AFFIDAVIT & AGREEMENT**

**(EXHIBIT B)**

**PROJECT: Insert Project Name**

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_  
Notary Public Commission Expires \_\_\_\_\_

*Effective 07-01-2013*

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

**(EXHIBIT B-1)**

**PROJECT: Insert Project Name**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_  
Notary Public Commission Expires \_\_\_\_\_

*Effective 07-01-2013*

**EXHIBIT C**  
**CONFLICT OF INTEREST AFFIDAVIT**

As a duly authorized representative of the firm \_\_\_\_\_, I, \_\_\_\_\_ with the title \_\_\_\_\_  
\_\_\_\_\_ certify that to the best of my knowledge no circumstances exist that will cause  
a conflict of interest in performing services for Cobb County Government, that no employee of Cobb  
County, nor any public agency official or employee affected by this Request for Proposals has any  
pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's  
parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated  
with or employed by this firm has any interest that would conflict in any way, manner or degree with  
the performance of services for Cobb County Government.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT D**  
**OFFICER'S OATH**

As a duly authorized representative of the firm involved in the bidding for or procuring the contract for the construction of the new Community Service Board Structure for Cobb County, Georgia I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: \_\_\_\_\_

Company Name:

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



NARRATIVE – BRIDGING DOCUMENTS

# Cobb County Health Smyrna

3001 South Cobb Drive  
Smyrna, GA

September 29, 2016

3000 Royal Blvd, South | Alpharetta, GA 30022  
P: 770.569.1706 | F: 770.569.1786  
[www.poharchitects.com](http://www.poharchitects.com)



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## **Division 1 - General Requirements**

### **1.1 Summary of the Work:**

- A. The project consists small addition and the renovation of the existing facility of 14,250 square feet, sitting on an approximate one point five (1.5) acre site. The structure will house two services provided by the Cobb County Health Department, WIC (Women, Infants, and Children) and Adult Health. The addition is anticipated to be a combination of conventional steel frame with an EIFS (metallic) finish. Plumbing and electrical systems, including distribution to all Owner-Furnished, Owner-Installed equipment, is included in the Scope as further outlined in this narrative.

### **1.2 General Standards**

- A. Design-Builder is responsible for submitting applications and other regulatory filings to government agencies as necessary during the project's design and construction phases (including building applications, fire protection applications, and infrastructure reports, as well as filings that must be made in Cobb County's name). Design-Builder is also responsible for application costs, and Design-Builder must provide a detailed breakdown for these costs. Additionally, Design-Builder must provide plans, data, and other documentation when earthwork or construction-related documentation is required for applications and other regulatory filings being submitted by Cobb County.
- B. Before any site work can be undertaken, Design-Builder must prepare working drawings / project specifications and receive approval from Cobb County Property Management and Cobb County Health Department. The construction schedule, material orders, and other aspects of project operation should be planned based on the assumption that Cobb County's review and approval process will take two weeks. Note that Cobb County may require, and Design-Builder must provide, material catalogs / cut sheets and other materials in addition to working drawings and specifications. All documents shall be prepared under the direct supervision of a legally licensed professional(s) registered in the State of Georgia.
- C. Design-Builder must take responsibility for the overall management of the construction area from the start of work until completion and transfer to Cobb County.
- D. Design-Builder must establish a construction waste collection before construction work begins, and Design-Builder must take steps to keep waste collection and garbage from being scattered about the site and to otherwise ensure that garbage is properly sorted while the project is ongoing. Design-Builder must also establish an appropriately sited area for washing construction vehicles and otherwise take steps to keep mud and dirt from soiling roads outside the construction site
- E. After the start of work, Design-Builder must submit a weekly site progress report (including photographs taken from certain fixed points). Design-Builder must also hold regular design meetings with Cobb County representative(s) on site as the execution of design proceeds.
- F. After the completion of work, construction materials and all temporary utilities / facilities must be removed immediately from the site.
- G. Regardless of the quantities and types of materials and equipment listed herein, the design and construction of the facility shall meet or exceed the performance requirements listed herein with the specific intent that the building shall be delivered on a complete GMP basis, subject to allowances described in this document, to accommodate Cobb County's intended operations. All items referred to in these specifications shall be included as part of the base building unless specifically noted as part of a specific allowance.
- H. All design criteria described in this document shall be considered minimum criteria and shall not relieve the

Design Builder of the responsibility to meet the minimum performance criteria and building code requirements that may apply. In the event that any section of these specifications conflicts with another section, then the more stringent section shall apply.

- I. Work shall be performed in a professional workmanlike manner in accordance with generally accepted practices.
- J. It is understood that all of the items described in the specifications are to be supplied by the Design Builder and are to be new and of first quality.
- K. Temporary sanitary facilities, field offices, fire protection, safety barriers, storage and trash removal for construction, and provide for all costs in connection with the same, including their removal upon completion shall be included.
- L. The Design Builder may submit equivalent alternates to any of the specifications, subject to the prior approval of Cobb County.
- M. Cost of all utility bills should be included prior to the issuance date of the Certificate of Substantial Completion.
- N. Upon completion, Cobb County shall be provided with two (2) sets of Operations and Maintenance manuals, as well as an electronic copy, upon completion of the project.
- O. Upon completion of the work, Cobb County shall be provided with one (1) full size paper set, two (2) CDs, in AutoCAD version of the final Record Drawings upon completion of the project and an electronic file of the final Record Drawings in PDF version.
- P. Allowances
  - 1. All allowances referred to in these specifications shall be utilized by the Design Builder, as noted, and shall not include any Design Builder fees, general conditions or markup.
  - 2. All pricing for allowances shall be based upon competitive regional rates and is subject to Cobb County review and approval.
- Q. Applicable Codes:
  - 1. The design and construction of the building will be in accordance with all applicable local, state and federal codes, ordinances, and regulations including but not limited to federal, state and local building codes, energy codes, onsite and offsite drainage requirements, zoning, seismic, NFPA, local Fire Marshall requirements and ADA requirements and shall specifically include all requirements of the above, accounting for Cobb County's intended use of the facility. Design Builder should note any known modifications to meet these requirements as alternates to the base spec.
- R. Permits and Fees:
  - 1. It shall be the responsibility of the Design Builder to obtain and pay for all necessary permits, utility connection fees, City/County fees, other fees and approvals, including the Certificate of Occupancy, as well as all improvements necessary to obtain the foregoing. The Design Builder will also obtain all required bonds and/or letters of credit related to construction as may be required by the local municipality or any other government agency.
  - 2. Impact Fees and Water Meter Fees will be paid by Cobb County.
- S. Schedule:
  - 1. Within ten (10) calendar days of the Notice to Proceed, the Design Builder shall provide Cobb County with a development schedule, from Notice to Proceed to Final Completion, which shall be 30 days

after the issuance of the Certificate of Substantial Completion. Included in the schedule shall be milestone dates for the completion of design at both the 50% and 100% completion of the documents. Schedule shall indicate anticipated timing associated with obtaining required permitting. During construction period, the schedule shall indicate significant milestone to demonstrate project progress to Cobb County.

2. A bar chart progress schedule shall be maintained and team will hold routine scheduled meetings with Cobb County to review progress of the project and projections to completion.
3. On site meetings shall be held every (2) weeks on the jobsite.

T. Geotechnical Investigations

1. Utilize the geotechnical report prepared for Cobb County for soil bearing capacities, foundation wall parameters, frost depth, Site Class, and pavement design recommendations, etc.

U. Construction Materials Testing

1. Required construction material testing shall be provided under a separate contract with Cobb County. The cost associated with retesting due to failed tests shall be the burden of the Design Builder.

V. Surveys & As-Builts:

1. Design-Builder shall provide all surveying necessary for construction.

W. LEED & Sustainability

1. No LEED certifications nor any LEED requirements shall be required at this time.

**1.3 General Structural**

A. Description: The project consists of a 2-story renovation and addition of stair, elevator and lobby. The renovation program shows demolishing interior walls. The design professional shall investigate the existing structural system to determine that existing walls are non-load bearing and make appropriate modifications to load bearing elements.

1. Risk Category: II

B. Applicable Codes:

1. 2012 International Building Code w/ State Amendments
2. ASCE 7-10
3. Additional design, material, testing, and inspection standards shall be as referenced in the Model Code governing the project or as otherwise required by the Authority Having Jurisdiction.

C. Snow Load Criteria

1. Ground Snow Load: 5 psf
2. Importance Factor: 1.0

D. Seismic Load Criteria

1. Mapped Acceleration Parameters:
  - a) S<sub>s</sub>: 0.200 g
  - b) S<sub>1</sub>: 0.090 g
2. Site Class: D
3. Importance Factor: 1.0
4. Values noted here shall be verified or updated by a qualified geotechnical engineer following geotechnical exploration and investigation.

E. Wind Load Criteria

1. Basic Wind Speed: 115 mph

2. Exposure Category: C

**1.4 Loading Criteria**

F. All loading shown here is in addition to the self-weight of structure including decking or slabs.

G. Slab-on-Ground:

1. Live Load  
 a. Office 125 psf

H. Elevated Floors:

1. Superimposed Dead Load: 15 psf  
 2. Partition Load: 15 psf  
 3. Office 80 psf  
 4. Storage/Equipment Load: 125 psf  
 5. Lobby 100 PSF

I. Roof:

1. Superimposed Dead Load: 20 psf  
 2. Live Load: 20 psf  
 3. MEP Misc. Superimposed Load: PER MEP UNIT WEIGHT

**Division 2 - Sitework**

**2.1 Site Demolition**

A. Site demolition work include saw-cutting existing asphalt and removal of existing asphalt pavement, concrete curb and gutter, and concrete sidewalk. Demolition of existing landscape island and landscape materials. Legal disposal of all demolished items and materials.

**2.2 Site Preparation**

- A. Site work shall include all improvements necessary to construct the new drive turn-around, new entrance, entrance canopy, and relocated handicap parking spaces described within this document on the proposed site. Site work inspection reports and test results shall be provided to Cobb County regularly but no less than every 30 days
- B. Any additional material required (clay, stone, topsoil) for import or excess material generated from earthwork operations, is the sole responsibility of the Design Builder within the scope of this GMP.
- C. Any excavations or backfilling operations work by the Design Builder shall be monitored and documented by the construction materials testing. The testing agency shall certify the subgrade and foundations to meet the maximum design criteria before floor pours begin. Contractor will be responsible for any soil rework to achieve proper compaction and moisture content.
- D. Design Builder will be responsible to establish and maintain erosion control, construction entrances, pumping, dewatering, and water management during the project. Design Builder is responsible for the removal of all temporary erosion control devices. The Design Builder shall be responsible for filing all of the appropriate paperwork with the governmental authorities having jurisdiction over erosion and sediment control procedures
- E. The Design Builder will be required to comply with all applicable local, state and federal regulations regarding materials, methods of construction and disposal of waste material. Design Builder will also obtain and pay for all required inspections, permits, fees, authorizations and notifications required by governmental authorities having jurisdiction.

2.3 Site Utilities

A. Storm Drainage

1. It is imperative that storm water drain quickly, without any standing water or ponding whatsoever. Cobb County's operation is critical in nature and vehicles must be able to navigate the property under all circumstances without exception. Any areas of standing water will have to be re-worked at the cost of the Design Builder to make certain any standing water on the property is avoided.
2. The Design Builder will be responsible for protecting all existing utilities located within the area of construction and will be responsible repairs or replacement of any damaged utility.

2.4 Pavement

- A. Pavement sections shall be constructed per geotechnical recommendations. Heavy duty pavement section shall be utilized in the main drive aisle which connects with new turn-around.
- B. Any paving within public right-of-ways will be constructed as per local highway department specific standards and requirements.
- C. All parking areas shall be striped with two coats of traffic grade paint as indicated on the site plan. New handicap parking spaces, striping, signage to be provided in new location.
- D. All paved areas shall be bounded by integral concrete curb and gutter.

**Division 3 - Concrete**

A. Material Definitions Concrete:

- |                        |            |
|------------------------|------------|
| 1. Foundations:        | 3000 psi   |
| 2. Slab-on-Ground:     | 3000 psi   |
| 3. Slab on metal deck: | 4000 psi   |
| 4. Rebar:              | 60,000 psi |

B. Shallow Foundations: Spread and continuous footings with an assumed bearing pressure per geotechnical findings. Minimum bearing depth for footings shall be 24 in below grade. All foundation design values are to be confirmed by a geotechnical investigation and report.

C. Slab-on-Ground: 4 in thick concrete slab reinforced with 6x6-W2.1xW2.1 welded wire reinforcing over a vapor retarder in the office areas. Sub-grade (including aggregate where required) prepared according to the recommendations of a qualified geotechnical engineer. Control joints cut in at approximately 12'-0" on center with box outs at all columns and pre-molded joint filler between slab and structure where noted.

**Division 4 - Masonry**

A. Material Definitions Masonry:

- |                         |          |
|-------------------------|----------|
| 1. CMU F <sub>m</sub> : | 1500 psi |
| 2. Grout:               | 2000 psi |

**Division 5 – Metals**

A. Steel:

- |                 |       |
|-----------------|-------|
| 1. Wide Flange: | 50ksi |
|-----------------|-------|

- 2. Tube Shapes:
  - a) HSS Rectangular: 46 ksi
  - b) HSS Round 42 ksi
  - c) Pipe 36 ksi
- 3. Other (unless noted Otherwise): 36 ksi
  
- B. Steel Stud Framing:
  - 1. Wall framing 33 and 50 ksi
  
- C. Material Definitions Concrete:
  - 1. Foundations: 3000 psi
  - 2. Slab-on-Ground: 3000 psi
  - 3. Slab on metal deck: 4000 psi
  - 4. Rebar: 60,000 psi
  
- D. Columns: Wide flange or HSS steel columns.
  
- E. Floor Framing: The typical floor framing system will be a composite steel beams topped with a composite slab on metal deck.
  
- F. Roof Framing: The typical roof framing system will consist of steel bar joists with metal roof deck.
  
- G. Lateral Load Resisting System: The lateral load resisting system will be either steel brace or steel moment frames.
  
- H. Façade: The exterior wall will consist of metal stud framing with a brick veneer.

**Division 6 - Carpentry and Millwork**

- 6.1 Blocking:
  - A. Wood blocking shall be fire retardant treated. All blocking installed in conjunction with roofing installations shall be pressure-treated.
  
- 6.2 Sheathing:
  - A. Exterior wall sheathing shall be glass-mat gypsum: Regular, 1/2 inch, or Type X, 5/8 inch thick. All sheathing shall be covered with weather barrier building wrap.
  
- 6.3 Millwork:
  - A. Millwork cabinets shall be plastic laminate (Premium) with white melamine interiors. Counters shall be solid surface (Price group D) with integral basins.

**Division 7 - Thermal and Moisture Protection**

- 7.1 Insulation
  - A. Provide minimum thickness to comply building/energy code requirements for exterior envelope and underslab locations. Provide appropriate vapor barrier as required.
  - B. Provide insulation at all interior partitions which separate fully conditioned space from non-conditioned or tempered areas.
  
- 7.2 Membrane Roofing:

- A. A white single-ply, 60mil, reinforced TPO, fully adhered roof system shall be provided. Roof insulation shall be double layer of polyisocyanurate boards with fiberglass mat facer. Joints will be staggered and achieve an R value of 22 or as required by local energy codes, whichever is greater. The first layer of insulation (min 2.25" thick) is to be mechanically fastened to the metal deck and the second layer of insulation (min 1.5" thick) will be fully adhered to the first. Insulation board joints shall be offset a minimum of 18". The white 60mil TPO will then be fully adhered to the top insulation board.
- B. Tapered insulation shall be provided as needed to ensure proper drainage of the roof and shall direct water to the conductor head / through-wall scuppers.
- C. Roof curbs must be a minimum of 8" above the finished roof surface and shall be level with the horizon. Tapered insulation should be provided on the upslope side of all curbs to provide a 2% slope.
- D. Parapet walls are to be finished with the TPO fully adhered up the wall, wrapping up, over and down the exterior face of the wall panel. The membrane at the parapet should be fully adhered to the field membrane and include a termination bar where applicable at the base of the parapet.
- E. The roof slopes shall be minimum 1/4" per foot.
- F. Roof membrane and insulation shall be installed per FM Global requirements.
- G. Provide additional layer of roof membrane no less than 3'-0" wide in a path from roof access points to and around all units and equipment.

#### 7.4 Sheet Metal:

- A. Roofing sheet metal shall be kynar pre-finished, 24-gauge, sheet metal, from manufacturer's standard colors
- B. Roofing sheet metal shall be designed and fabricated in accordance with SMACNA.
- C. Standing seam roof panels shall be fabricated from kynar pre-finished, 24 gauge, sheet metal and attached with concealed clips and snap joints to interlock the panels.
- D. Flashing and counterflashing for roof mounted equipment shall be completed in accordance with SMACNA. Provide continuous reglet and counterflashing at all low roof terminations.
- E. All roof copings shall be secured with continuous cleat front and back.

#### 7.5 Caulking and Sealants:

- A. All vertical joints shall be hand tool cleaned to remove dirt and laitance from the joint cavity prior to filler or sealant installation.
- B. Interior and exterior vertical joints will be sealed.
- C. Exterior joints shall receive a low modulus material equal to Dow Corning 795 applied over a closed cell backer rod. The color of the sealant shall match the color of the adjacent surface. Interior joints shall receive a paintable latex product. Sealant in toilets shall be mildew resistant.

#### 7.6 Water-Drainage Exterior Insulation and Finish System

- A. Water-Resistive Coating: EIFS manufacturer's standard formulation and accessories for use as a water-resistive barrier; compatible with substructure and complying with physical and performance criteria of ASTM E 2570.

- B. Insulation Adhesive: EIFS manufacturer’s standard formulated designed for indicated use; specifically formulated to be applied to back side of insulation in a manner that creates open vertical channels designed to serve as an integral part of the water-drainage system of the EIFS-clad drainage wall assembly.
- C. Drainage Mat: Three-dimensional, nonwoven, entangled filament, nylon or plastic mat designed to drain incidental moisture by gravity.
- D. Molded, Rigid Cellular Polystyrene Board Insulation: Comply with ASTM C 578, Type I; and EIFS manufacturer’s requirements for most stringent requirements for material performance and qualities of insulation, including dimensions and permissible variations.
- E. Reinforcing Mesh: Balanced, alkali-resistant, open weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multiend strands with retained mesh tensile strength of not less than 120lbs/in according to ASTM E 2098.
- F. Primer: EIFS manufacturer’s standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface application of finish coat.
- G. Finish-Coat Materials: EIFS manufacturer’s siliconized acrylic base coating.
  - 1. Finish: Metallic
  - 2. Color: As approved by Cobb County

## **Division 8 - Doors, Windows and Hardware**

### 8.1 Hollow Metal Doors and Frames

- A. All exterior doors shall be hollow metal doors and frames, unless otherwise specified.
- B. Exterior Hollow metal door frames and hollow metal doors will be welded steel frame construction. Exterior doors shall be Level 3 and Physical Performance Level A (Extra Heavy Duty), Model 2 (Seamless).
- C. Interior door frames shall be hollow metal welded style frames. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush).
- D. All frames shall be 16 gauge.
- E. All door leaves shall be 3'-0" x 7'-0".
- F. All interior borrowed lites are to be welded hollow metal frames.
- G. All materials, construction, and installation shall be in accordance with the specification of the Steel Door Institute.

### 8.2 Wood Doors:

- A. All office doors shall be 3'-0" x 7'-0" solid core.
- B. All wood doors shall be premium grade with Grade AA faces. All doors shall be equal to Algoma White Maple Sliced RA-100.
- C. All materials, construction, and installation shall be in accordance with the specification of AWI.

### 8.3 Aluminum Entrances and Storefront

- A. Exterior Storefront: Provide storefront framing as shown on building elevations. Framing shall be equal to 451T by Kawneer.
- B. Exterior Entrances: Provide wide stile doors. Door hardware shall include top, bottom and intermediate pivots, tubular push/pull, concealed overhead closers, deadlock, weather-stripping and threshold.
- C. Interior Storefront: Provide storefront framing as shown on building elevations. Framing shall be equal to 400 by Kawneer.
- D. Interior Entrances: Provide narrow stile doors. Door hardware shall include top, bottom and intermediate pivots, tubular push/pull, concealed overhead closers and deadlock.

### 8.4 Automatic Sliding Doors

- A. Design: Single slide.
- B. Breakout: Break open panel for exiting.
- C. Finish: Clear anodized.
- D. Stiles: Narrow (2")
- E. Bottom Rail: 4"
- F. Controller: Microprocessor based safety logic.
- G. Locking: 3-point locking position indicators. Electric solenoid lock (fail safe/fail secure) access control locking with recessed panic hardware.

### 8.5 Hardware

- A. All exterior hollow metal doors shall receive 1½ pair ball bearing, stainless steel, hinges, closer, locksets, weather-stripping, threshold, stainless steel kickplate, drip cap, and latch guard.
- B. All interior doors shall receive 1 ½ pair ball bearing hinges and appropriate door hardware. Locksets shall be provided at all private office doors. Fire rated doors within the office area shall include a door closer.
- C. All hardware shall have a dull chrome finish (26D) and be of commercial quality as manufactured by Schlage, Best, or equal. All door handles shall be lever design, except at egress doors, which shall include panic hardware. All hinges and latches shall be steel with chrome brushed finish and all closers shall be aluminum. All locksets shall have interchangeable cores. Final lock cylinders shall be by Best.

### 8.6 Glazing

- A. Exterior Storefront: Tinted, Passive Solar Low-E Insulating-Glass Units. Tint shall match "Azuria" by PPG Industries
- B. All Exterior Glazed Doors: Polycarbonate Units.

- C. All Interior Glazing, including doors and borrowed lites: Uncoated Clear Float-Glass Units.
- D. Tempered units shall be provided where required by code.

#### 8.10 Sliding windows

- A. Provide ¼” tempered glazing with recessed aluminum head and sill track with aluminum jambs.

### **Division 9 - Finishes**

#### 9.1 Drywall:

- A. All drywall partitions to be designed with minimum 3 5/8” metal stud framing to meet deflection criteria of L/120 at 5psf. All drywall shall be 5/8” thick with the appropriate characteristics – moisture resistant, fire-rating, etc. for the application. Impact resistant material shall be utilized in Lobby area.
- B. Interior office partitions shall be framed as required for applicable ceiling height. Interior partitions shall be framed through the ceiling grid and extend to the structure above. Provide deflection track at the head of all full height partitions.
- C. Standard drywall finishing (Level 4) is included at all surfaces exposed to view. Areas not exposed to view will be taped and bedded as required.
- D. Walls enclose the conference room, private offices, toilet rooms and Training Room shall include sound attenuating batts.
- E. Gypsum board ceilings/soffits should not be included except in the toilet rooms. Gypsum board ceilings may be either framed or hung. Provide access panels in all hard ceilings which require access to equipment and/or valves.

#### 9.2 Acoustical Ceiling Grid & Tile

- A. All ceilings shall be installed as indicated on the drawings.
- B. 2x4 tile shall be installed throughout.
- C. All ceiling grid shall be 15/16” standard intermediate duty grid.
- D. All ceiling tiles shall be Armstrong Fine Fissured Second Look II, or equal.
- E. Sound attenuation batts shall be installed above ceilings in Conference Rooms and offices.

#### 9.3 Flooring and Base

- A. See the Finish Plan for location of applicable finishes.
- B. Carpet Tile
  - 1. Walk -off carpet tile allowance of \$40/SY (material price) for carpet. Allowance is exclusive of floor preparation, installation and transitions components.
  - 2. Carpet tile Planks allowance of \$30/SY (material price) for carpet. Allowance is exclusive of floor preparation, installation and transitions components.
- C. Base System

1. Millwork wall base, 4.5", shall be included at all interior partitions within office area (Basis of design: Johnsonite- Mandalay).
- D. Ceramic Tile
  1. Provide an allowance of \$7/sf (material cost) for thin set ceramic tile. Tile is to be installed full height on all walls. Allowance is exclusive of preparation, installation and transitions components.
- E. Luxury vinyl allowance of \$4/sf (material cost). Allowance is exclusive of all floor preparation, installation and transition components.
- F. Corner guards: Provide an allowance of \$2.13/Linear Foot. Basis of design G815, 1 ½" extruded corner).
- G. Crash Rail: Provide an allowance of \$12.21/Linear Foot, \$7.57/set of end caps. Basis of design 6" crash rail with end caps

#### 9.4 Wall Protection Sheets

- A. Traffic pattern sheets (4' x8") shall be used were indicated. Provide an allowance of \$5.95 per SF (Basis of design: Koroguard). Allowance is exclusive of all wall preparation, installation and transition components.

#### 9.5 Paint

- A. All paint shall be low VOC
- B. All drywall surfaces exposed to view shall be painted with egg-shell paint.
- C. All hollow metal doors and frames shall be painted with an enamel paint.

### **Division 10 - Specialties**

#### 10.1 Signs

- A. Handicapped parking stall signs shall be provided as required.
- B. Interior code required signage shall be provided.

#### 10.2 Flag Pole

- A. Provide a flagpole with ground mounted lighting near main entrance. Provide one (1) pole of 25' in height.

#### 10.3 Protective canopy

- A. Provide pre-engineered, aluminum, rod-hung canopies, equal to Mapes Industries, Inc. – Lumishade.
- B. Provide pre-engineered, aluminum, post-supported, canopy where indicated on the site plan.

#### 10.4 Toilet accessories and partitions

- A. All restroom partitions shall be manufactured standard, 1-inch thick, HDPE partitions, floor mounted, overhead braced system including stalls and screens with minimum (maximum ½") gap between units and doors.

- B. ADA grab bars shall be installed as required by code in each accessible toilet and shower stall.
- C. Each restroom shall include the following stainless steel accessories:
  - 1. One (1) wall mounted, recessed disposal unit.
  - 2. One (1) counter mounted soap dispenser per sink.
  - 3. One (1) surface mounted framed mirror per sink.
  - 4. One (1) surface mounted double toilet paper dispenser per stall.
  - 5. One (1) sanitary napkin dispenser in each Women’s room.
  - 6. One (1) sanitary napkin receptacle in each toilet compartment in Women’s room.
  - 7. One (1) warm air, hand dryer.
  - 8. One diaper changing station in each of the public restrooms.

#### 10.5 Window Treatments

- A. Provide flush mounted, 1-inch, aluminum louver mini-blinds for all exterior glazing and at all interior glazing, including vision lites.

#### 10.6 Fire Extinguishers:

- A. Fire extinguishers shall be provided and located per the local authority and NFPA 10. Extinguishers in the office area shall be installed in semi-recessed cabinets, with surface mounted units in the Service Area.

### **Division 14 – Conveying Equipment**

#### 14.1. Machine-room-less electric traction passenger elevators

- A. Basis of design ThyssenKrupp endure MRL Twinpost Above-Ground 1 stage elevator, model 2100.
  - 1. Speed: 110
  - 2. Button & fixture style: Standard
  - 3. Fixture finish: Stainless steel, satin
  - 4. Cab height: 9’-0”
  - 5. Cab type: Wood core laminate plastic
  - 6. Handrail type: Cylindrical metal bar (1.5” dia)
  - 7. Handrail finish: Stainless steel, satin finish
  - 8. Ceiling: LED downlights
  - 9. Cab door finish: Stainless steel, satin finish
  - 10. Cab fronts finish: Stainless steel, satin finish
  - 11. Main hoistway door & frame finish: Stainless steel, satin finish
  - 12. Main hoistway sill finish: Aluminum
  - 13. Typical door & frame finish: Stainless steel, satin finish

### **Division 15 - Mechanical**

#### 15.1 Plumbing

- A. All systems to be designed in accordance with the 1012 IPC, and most current local amendments.
- B. The preliminary estimate to the facility is a dedicated 2” domestic water service.
- C. Depending on the flow test results, provide pressure regulators on domestic water system if pressures exceed 80psi.
- D. The domestic water system shall be designed for a maximum velocity of 8.0 feet per second.

- E. Provide a backflow preventer on domestic water service within the building if not provided on the site service.
- F. Provide shut-off valves on hot & cold water piping to specific areas such as restrooms, break rooms, ect.
- G. Water closets to be floor mounted with exposed manual flush valve 1.28 gpf.
- H. Lavatories to be wall-hung with 0.54 gpm single lever faucets.
- I. Break Room sink to be stainless steel drop-in with 2.0 gpm faucet.
- J. A Hi/Lo electric water cooler shall be provided.
- K. Mop sink to be provided in Janitor’s closet.
- L. An electric tank-type water heater to be provided in Janitor’s closet to supply hot water to all fixtures. If the total developed length of the hot water piping from the water heater to the furthest hot water fixture exceeds 20 feet, then a recirculating system or additional water heaters are to be provided.
- M. Water heater T&P relief shall be discharged to the sanitary system indirectly through a hub or floor drain or mop sink if allowed.
- N. Standard floor drains with automatic trap primers to be provide in restrooms.
- O. All mechanical condensate to discharge to the sanitary system indirectly through a hub or floor drain.
- P. All sanitary, drainage, waters & vent piping to be schedule 40PVC. Provide cast iron in all areas where piping is installed in a return-air plenum.
- Q. All domestic water piping above ground to be type L copper.
- R. All domestic hot water piping and horizontal portions of roof drainage systems (if applicable) to be insulated with fiberglass pipe insulation with all service jacket.

#### 15.2 Fire Protection

- A. Systems to be designed in accordance with the most current applicable codes and standards.
- B. The preliminary estimate to that facility is a dedicated 4” fire service.
- C. Provide a backflow preventer on fire service within the building if not provided on the site service.
- D. The entire facility is to be protected by an automatic sprinkler system designed per HFPA 13 standards.
- E. All areas to be designed for the required densities, area and hazard classification as outlined in NFPA 13.
- F. Automatic sprinkler heads to be semi-recessed in areas with lay-in ceilings. Fully concealed heads to be provided in gypsum ceilings. All heads to be quick response.
- G. All areas exposed to exterior conditions to be provided with dry sidewall heads or pendent type heads supplied form a dry sprinkler system as required.

#### 15.3 Heating & Air Conditioning: See attached Zone Map drawing

- A. General requirements and materials:
  1. All equipment shall be labeled with Bakelite nametags or stenciling
  2. All equipment, materials, accessories, etc. used as part of the mechanical work shall be new, of the best grade and quality and of current production, unless specified otherwise.
  3. All equipment, products and materials shall be free of defects and shall be constructed to operate in a safe manner without excessive noise, vibration, leakage, or wear.
  4. All commercial filters shall be pleated type and 30% efficient.
  5. All thermostats shall be wired wall mounted type.
  6. Provide thermostats with multi-cycle programmability and remote monitoring capability. Thermostats shall be connected to county central controls system, provide accessories/modules as required.
  7. All exhaust and outside air intakes shall be on the roof.
  8. Commercial ductwork shall be classified as low pressure (less than 2”) constructed of galvanized sheet steel according to the latest edition of SMACNA ductwork construction standards applicable to the system pressures described above.
  9. Flexible ductwork shall be 8’-0” maximum length

10. Public air distribution devices shall consist of cone or plaque face supply diffusers and aluminum egg crate return air grilles and exhaust registers
  11. Supply duct insulation shall be minimum 2" thick blanket, 1-½ pound density, R-6 or R-8 in spaces considered unconditioned with reinforced foil faced vapor barrier. Insulation shall be securely adhered to ductwork. All joints shall be sealed with 3" wide strips of the vapor barrier materials and applied to form a continuous vapor seal. Flexible supply ductwork shall be R-6 minimum.
    - a. Second floor plenum space above ceiling shall be considered unconditioned.
  12. Condensate and refrigerant piping insulation shall be flexible elastomeric to thickness as required by energy code. Ductless split systems shall have both liquid and gas lines insulated as required by the manufacturers.
  13. All systems shall be tested and balanced. The balancing and adjusting firm or company shall specialize in air and water balancing, shall show a specific record of having balanced other systems of similar size and complexity and which has been in business for at least five years, and shall be certified by the Associated Air Balance Council (AABC). All test and balance work shall be performed according to AABC Standards.
- B. Demolition
1. Remove all existing ductwork, condensate piping, grilles and diffusers.
  2. Existing AC condensate appears to utilize hub drains located in walls with access panels. This condensate collection scheme will not be utilized for the new construction.
  3. Baseboard wall heaters shall be removed.
  4. Existing electric wall heater at 1<sup>st</sup> floor back entrance shall be removed.
  5. Existing electrical room exhaust fans and openings shall remain.
  6. All roof exhaust openings shall be patched and sealed.
  7. Existing split system heat pumps are a mixture of floor and ceiling mounted installations. All existing heat pumps shall be removed.
- C. Exhaust for 1<sup>st</sup> and 2<sup>nd</sup> floor Janitor Closets, 1<sup>st</sup> and 2<sup>nd</sup> floor Toilet, Bio closet, and Breakroom shall be via packaged rooftop energy recovery ventilator which also provides constant outside air for all spaces where it is required within the building.
1. Energy Recovery Unit shall be roof mounted and located near 2<sup>nd</sup> floor Mechanical room.
  2. Mechanical room area shall be utilized for shaft space in order to serve exhaust air and outside air to the first floor.
  3. Outside air shall be ducted to return of each split system heat pump
- D. The 1<sup>st</sup> floor Data closet shall be served by a wall mounted ductless split system. The 2<sup>nd</sup> floor Data closet shall be served by transfer exhaust fan tied to either transfer duct or return duct.
- E. The 2<sup>nd</sup> floor electrical room shall be heated and ventilated via existing roof mounted fans and new wall mounted electric unit heater. Verify that existing fans are functional.
- F. Existing stairwell, new stairwell, and employee entrance shall be served by electric wall heaters.
- G. The building HVAC shall be served by ducted split single zone system DX heat pumps with electric backup heat mounted horizontally within the ceiling plenum. This is similar to the existing building HVAC system.
1. Split systems shall be nominally 5 tons and less serving each zone.
  2. It shall be assumed that there will be fourteen (14) HVAC zones.
  3. Standard building zone limitations are dictated by space function and exterior walls; however this particular existing building is also limited by low ceilings and structure. Existing structure shall be reviewed carefully in order to maintain ceilings as high as possible.
  4. All returns shall be ducted since the existing plenum space does not appear to be insulated or well-sealed and plenum rating of materials cannot be guaranteed since previous building return was not a plenum return. Ducted returns shall be coordinated with ceilings and low structure; jumper ducts may be utilized in order to minimize quantity of ductwork. Flexible return ductwork may also be utilized in order to coordinate with structure. Exam room returns shall be evaluated to ensure sound/privacy concerns are addressed.
  5. AC condensate shall be routed to 1<sup>st</sup> and 2<sup>nd</sup> floor janitor closet mop sinks.
  6. Heat pump outdoor condensing units shall be located on grade on the roof. Grade mounted units shall utilize existing outdoor service yards and locations.

7. All heat pump outdoor condensing units located on grade shall be provided with cages for theft protection.
8. Above ceiling heat pump indoor fan coil units shall be provided with auxiliary secondary drain pans and condensate overflow switches.
- H. Shell spaces shall be provided with electric unit heaters.
- I. Design Conditions:
  1. Office Building: 72F/50% rh cool, 70F heat
  2. Ambient: Summer: 93.9Fdb/74Fwb Winter: 21.5Fdb

## **Division 16 - Electrical**

### 16.1 Electrical Service

- A. Provide one electrical service from the pad mounted transformers by utility provider. The service characteristics shall be 600A, 480Y/277V, 3 phase, 4 wire. Use Aluminum conductors in Schedule 40 PVC for service entrances. Assume the Utility Provider will provide the primary service entrance, transformers and pads.

### 16.2 Service Entrance Panelboard

- A. Provide a 600 Amp, 480/277V, panelboard, with 600 Amp. main breaker, TVSS, 65,000 AIC and utility metering. Provide the following branch feeder breakers:
  1. (2) 200A, (1) 110A, (2) 100A, (1) 70A, (2) 30A, & (2) 200A Spaces

### 16.3 Panelboards

- A. Panelboards 600A and smaller shall be Lighting and Appliance type; 800A and larger shall be Distribution type.
- B. Panelboards shall be circuit breaker type utilizing bolt-on breakers.
- C. Panelboards shall be dead front type and bus bars shall be tin-plated aluminum. A neutral bus and copper ground bus will be provided in each panel. Each panel shall have 15% spare space capacity and devices.
- D. Minimal circuit breaker short circuit ratings shall be 10,000 AIC operating at 208/120V; 14,000AIC operation 480/277V.

### 16.4 Transformers

- A. Dry type transformers will be utilized where required to step the distribution voltage down to 208/120V, 3-phase, 4-wire. All transformers will be floor mounted unless conditions dictate wall mounting. Dry type transformers shall be rated for average temperature rise by resistance of 150 degrees C in 40 degrees C maximum ambient, 30 degrees C average ambient. A vertical grounding system shall be provided to ground all dry-type transformers. Grounding system shall be in accordance with the NEC.

### 16.5 Electrical Distribution

- A. The final electrical distribution system and locations of Panelboards will be determined based upon final equipment layout. The basic distribution described above is included. Feeders to all Panelboards are included. Final connection, including breakers, switches and feeders to all equipment/device is included.
- B. Acceptable manufacturers of electrical equipment will be Square D, General Electric, Siemens or Eaton.
- C. Disconnect switches will be heavy duty type with lockable handles.

16.6 Conduit System

- A. Raceway installed below grade, below slabs, and within concrete shall be Schedule 40 PVC conduit. Raceways installed subject to damage shall be galvanized rigid steel (GRS) conduit. All other raceway shall be electrical metallic tubing (EMT).
- B. EMT fittings shall be steel set screw for dry, indoor environments, while gland and ring compression type shall be used for wet locations. Connectors shall have insulated throats.
- C. The minimum conduit size shall be 1/2", except

16.7 Power Wiring

- A. Services and feeders shall be aluminum. Aluminum conductors shall be compact, XHHW-2 (90 degrees C). Conductors shall be AA-8000 series. Aluminum conductors will not be allowed for feeders servicing mechanical loads, pumps or elevators.
- B. All branch circuits shall be copper. Conductors shall be a minimum No. 12 AWG. Conductors No. 10 AWG and smaller shall be solid copper, 90 degrees C, type THHN/THWN-2. Conductors larger than No. 10 AWG shall be stranded copper, 90 degrees C THHN/THWN-2.
- C. MC cable shall be limited to branch circuits concealed in walls, above ceilings and within electrical rooms. Unless noted otherwise, metal clad cable may not be run directly into surface-mounted panelboards, cabinets, switches or other devices. For MC cable circuits powered from a surface-mounted panelboard cable homeruns shall be installed to a metal wireway above the panelboard, and conductors (without armor) shall be routed within metal conduit(s) from wireway to panelboard. Ampacity adjustment factors are not necessary for conduit lengths of 24" or less.

16.8 Grounding

- A. Provide a grounding system for the main building services and each separately derived system originating at the respective grounding electrode(s) and radiating to every electrical power controlling and consuming device in the system. Provide an equipment ground in every conduit. Provide exothermic copper welds to bond all components of the grounding electrode system.

16.9 Control Wiring

- A. Control wiring is by others.

16.10 Devices

- A. All devices shall be specification grade in public and back-of-house areas.
- B. Device plates shall be smooth high-impact nylon type with finish to match the device(s). Stainless steel device plates shall be provided in the toilet rooms, mechanical rooms, loading dock areas and damp areas. Jumbo or mid-size plates shall be provided for devices in masonry walls. Floor outlet boxes shall have brass trim. Exterior devices shall have weatherproof gasketed covers.
- C. Receptacles shall be as follows:
  - 1. 20A, 125V, Duplex Type: Hubbell 5362
  - 2. 20A, 125V, Duplex Type GFI outlet: Hubbell GF20
  - 3. 20A, 125V, Isolated Ground, Duplex Type: Hubbell IG5352.
- D. Switches shall be 20A, 120/277V, Single Pole, Rocker, Silent Operation type with ground screw: Hubbell 1221
- E. Wall mounted dimmers shall be Lutron "Nova T" Series, slide type or equal.
- F. The acceptable manufacturers of devices shall be Hubbell, Arrow-Hart and Pass & Seymour/Sierra.
- G. Receptacles in outdoor locations, restrooms, janitor's closets and pump rooms shall be GFCI type.
- H. Receptacles will be located in all corridors and lobbies at not more than 40' centers. Finish of devices in public spaces will be compatible with surrounding spaces.
- I. Receptacles in mechanical equipment areas shall be located not greater than twenty-five (25) feet from

equipment.

16.11 Mechanical Equipment

- A. Provide connection to all HVAC, plumbing, air compressors and Trash Compactors.

16.12 Lighting General

- A. The lighting design (fixture layout, fixture selection and method of control) in public spaces shall be prepared in collaboration with the Architect and/or Lighting Designer. The total building envelope shall meet the requirements and/or restrictions of any local energy codes.
- B. Energy efficient LED and fluorescent lighting will be used in public spaces. All building support areas will be provided with fluorescent lighting.
- C. The color temperature of lighting shall be 3,500 degrees K and a minimum CRI of 80. Fluorescent lamps shall be T8 energy saving type.
- D. Specified lamp manufacturers will be Osram/Sylvania, Philips, and General Electric.
- E. All fluorescent and compact fluorescent ballasts shall be electronic.
- F. Specified ballast manufacturers will be Motorola, Magnetek, General Electric, Advance or Universal.
- G. Occupancy control systems will be used in public restrooms and where required by code.

16.13 Exterior Lighting

- A. All site lighting fixtures shall be controlled on separate circuits from the landscape lighting fixtures through time clocks, photocells or the Building Management System.
- B. Parking deck lighting fixtures shall be linear fluorescent.
- C. Control will be provided with photocell, astronomical time clock control or through the building management system for the following typical outside lighting circuits with suggested times of operation to be tailored by the Operator.
 

	On	Off
1) Signage	Dusk	Dawn
2) Path or entry roadway	Dusk	Dawn
3) Landscape	Dusk	2:00 AM
4) Building Facade	Dusk	2:00 AM

The control shall provide the following capabilities as a minimum.

- 1) Photocell On- Photocell Off
- 2) Photocell On – Time Clock (BMS) Off
- 3) Time Clock (BMS) On – Time Clock (BMS) Off
- 4) Manual Override – For Select Zones

16.14 Emergency Lighting

- A. Emergency illumination will be accomplished via battery-powered lighting fixtures.

16.15 Fire Alarm System

- A. The Fire Safety System shall be a micro-processor based, network oriented, addressable multiplexed stand-alone fire alarm initiating device monitoring and supervising system and life safety type voice alarm annunciation system. The system design shall comply with NFPA, American Disabilities Act and local requirements. System monitoring, communication and signals shall be over two (2) wire plenum rated, shielded twisted pair circuits. All wire runs shall be run in ceiling plenums. Where run in walls or exposed to physical damage, wiring will be run in conduit.
- B. The system shall monitor the status of all fire protection systems and transmit fire alarm or supervisory signals to the building occupants and other locations as necessary. Fire alarm pathways shall be Class B.

- C. PathWay survivability for notification appliances shall be Level 0 or 1
- D. The system shall respond to a fire emergency through support and control of the following:
  - 1. Pre-programmed smoke control sequences by designated zone and emergency automatic and/or manual control of HVAC air systems
  - 2. Automatic audio evacuation
  - 3. Central station notification
  - 4. Sprinkler flow switches
- E. The fire alarm control panel shall annunciate alarm and trouble signal by individual device, and shall permit disable by individual device and shall permit resound by zone.
- F. A separate remote annunciator panel shall be installed in the lobby.
- G. The fire alarm control panel/system shall have the following features:
  - 1. Battery back-up
  - 2. Alpha numeric annunciator display
  - 3. Integral event printer
  - 4. Selective individual sensor sensitivity
  - 5. Alarm silence, system reset; trouble acknowledge and supervision
  - 6. Automatic sensor integration for alarm verification
  - 7. Sensor sensitivity status (dirty condition); transient surge suppression on incoming power source, any interface conduits and any system communication circuits outside the building footprint.
- H. Acceptable manufacturers of the fire alarm system shall be equal to one manufactured by Simplex, Notifier, or Cerberus/Pyrotronics.
- I. Devices
  - 1. Photoelectric smoke detectors shall be installed in the following areas:
    - a. Electric, mechanical, and telephone/data rooms
    - b. As required to actuate smoke control equipment (including doors).
  - 2. Manual stations shall be installed at all exit doors and outside of each stairwell door on each floor.
  - 3. Manual stations and horns shall be the recessed type. Audio/visual signaling devices shall be used where required by the applicable accessibility codes. Devices shall be installed in visually remote areas wherever possible.
- J. Alarm Signals
  - 1. Receipt of an alarm signal from an area detector, manual fire alarm station, or sprinkler system shall result in transmission of an evacuation alarm to the fire floor, the floor above, and the floor below, and transmission of a fire alarm to the local fire department headquarters.
  - 2. Hold down buttons will be provided at the Fire Command Center to disconnect the local horn to permit emergency phone transmission.
  - 3. Audible and visual devices shall be located to comply with the American Disabilities Act. The minimum audible level of an alarm signal shall be 75 db minimum within a sleeping room. The alarm shall achieve a db level of 15 above the ambient conditions of normal use or occupancy.

## **Divisions 17 & 18 – Communications & Security**

### 17.1 Communications Distribution

- A. Conduit System
  - 1. The service Entrance Facility (MR/MDF) shall be designed according to the information herein.
  - 2. Four (4) 4-inch PVC Schedule 40 or HDPE conduits shall extend from the public right-of way to MR/MDF Room (Data 122) on Level 1. These conduits shall route along the wall of the mechanical room below, preferably within a chase, sized appropriately to contain all conduits.
  - 3. The number of bends in a conduit section run shall not exceed two (2) 90-degree bends or equivalent of sweeps and radius bends. Each bend shall have a radius in accordance with existing standards.
  - 4. Outside Plant conduit segments shall not exceed 400 LF. Maintenance holes shall be installed in cases where conduit segments exceed 400 LF. Maintenance hole size shall be 4' x 4', minimum.

5. Conduits shall be encased in concrete (2,500 PSI) where: minimum depth cannot be attained, conduits pass under roads or driveways, and/or bend points are subject to movement (trenched only).
  6. Conduits shall terminate inside the building so that the conduit extends 4 inches beyond the surface from which it emanates. Conduits shall be plugged with mechanical-type seals to ensure that foreign matter does not enter the building.
  7. All conduits shall have a non-corrosive pull-tape installed.
  8. A detectable orange warning tape shall be installed 18 inches above the conduits (trenched only).
- B. Main Telecommunications Room (MR/MDF)
1. Walls of MR/MDF Room (Data 122) shall be lined with rigidly installed, wall to wall framing of Trade Size ¾-inch A-C plywood, 8-ft high.
  2. Backboards shall be rigidly installed and painted with a non-conductive fire-retardant overcoat.
  3. Sleeves that extend from floor cores shall extend 1-inch to 4-inches AFF.
  4. All sleeves shall be firestopped where required.
  5. Equipment racks/cabinets shall be secured and grounded.
  6. Conduits located in the ceiling shall protrude 2-in into the MR/MDF.
- C. Backbone Pathways
1. All in-slab / beneath-slab backbone pathways shall be Schedule 40 PVC conduits.
  2. All backbone pathways routed in ceiling spaces shall be rigid metal, intermediate metal or electrical metallic tubing.
  3. The number of bends in a conduit section run shall not exceed two (2) 90-degree bends or equivalent of sweeps and radius bends. Each bend shall have a radius in accordance with existing standards.
  4. The maximum conduit segment length shall not exceed 100 LF. Pull boxes shall be installed in conduit runs that exceed 100 LF. Pull box sizing shall be in accordance with the BICSI Telecommunications Distribution Methods Manual (TDMM).
- D. Backbone Cables
1. Voice/data backbone cables shall be a combination of optical fiber and/or copper cabling.
  2. Backbone systems shall be coordinated with service providers.
  3. CATV backbone cables shall be coaxial cabling. Backbone systems shall be coordinated with service providers.
  4. Incoming CATV service shall be provided and installed by local CATV service provider.
  5. Cable support shall be provided by one or more of the following: conduits, cable tray, and j-hooks.
- E. Horizontal Pathways
1. To avoid electromagnetic interference (EMI), all pathways shall provide clearances of at least 4-ft from large motors or transformers, 1-ft from conduit and cables used for electrical power distribution and 5-inches from fluorescent lighting.
  2. The number of bends in a conduit section run shall not exceed two (2) 90-degree bends or equivalent of sweeps and radius bends. Each bend shall have a radius in accordance with existing standards.
  3. The maximum conduit segment length shall not exceed 100 LF. Pull boxes shall be installed in conduit runs that exceed 100 LF. Pull box sizing shall be in accordance with the BICSI Telecommunications Distribution Methods Manual (TDMM).
- F. Horizontal Cabling
1. Voice and Data cabling systems shall be installed in all offices/administrative spaces, conference rooms, exam rooms, and work spaces. Each space shall be provided with voice/data drops of two (2) Category 6 cables each, in two (2) locations on adjacent walls. Locations shall be coordinated with locations of electrical receptacles. Voice and data cabling shall be Category 6; jacks shall be Category 6.
  2. Offices/administrative spaces shall each be provided with, at minimum, one (1) voice/data drop of two (2) Category 6 cables in a conveniently accessible location. Locations shall be coordinated with locations of electrical receptacles. Voice and data cabling shall be Category 6; jacks shall be Category 6.
  3. Exam rooms shall be provided with, at minimum, one (1) voice/data drop of two (2) Category 6 cables per workstation; exact number of workstations shall be coordinated with Owner. Locations

- shall be coordinated with locations of electrical receptacles. Voice and data cabling shall be Category 6; jacks shall be Category 6.
4. Conference rooms shall be provided with three (3) voice/data drops of two (2) Category 6 cables, on adjacent walls, and one (1) TV/data drop of one (1) Coaxial cable and one (1) Category 6 cable in the same single-gang faceplate. Locations shall be coordinated with locations of electrical receptacles. Voice and data cabling shall be Category 6; jacks shall be Category 6. TV cable shall be Series 6 Quadshield or Series 11 Quadshield (over 150'); jacks shall be 75-ohm, compression "F" type.
  5. Wireless access points (WiFi) shall be installed in order to provide full, 100% coverage throughout the facility. Suggested mounting locations are Corridor 115, Corridor 157/168, and Waiting 101. Each wireless access point (WiFi) shall be cabled with two (2) Category 6 cables; jacks shall be Category 6.
  6. CATV cabling systems shall be installed in conference rooms, waiting rooms, and break rooms. Coordinate additional CATV needs with Owner. Each CATV location shall be provided with one (1) TV/data drop of one (1) Coaxial cable and one (1) Category 6 cable, in the same single-gang faceplate. CATV cable shall be Series 6 Quadshield or Series 11 Quadshield (over 150'). All connectors shall be 75-ohm, compression "F" type. CATV drops may be combined with voice/data drops in a combination outlet.
  7. The distance from the termination point in the MR/MDF Room (Data 122) to the outlet shall be 295' or less for Category 6 cabling, 150' or less for Series 6 Quadshield coaxial cabling, and 295' or less for Series 11 Quadshield coaxial cabling.
  8. Horizontal cabling shall not contain more than one (1) transition point between different forms of the same cable type.
  9. Horizontal cabling shall be grounded in compliance with ANSI/NFPA 70 requirements and practices, except where superseded by other authorities and codes. In addition to horizontal cables these grounding requirements apply to all cross-connect frames, patch panels, racks and active telecommunications equipment.
  10. All connectors that provide electrical connections between 100-ohm balanced cables shall meet the requirements of ANSI/TIA/EIA-568-B.2.
  11. All cables shall be homerun from the outlet to the termination block or splitter. Daisy-chain installations are not allowed.

## 17.2 Security

### A. Access Control

1. Access control shall be provided at all entries into the facility. Access control systems shall be comprised of all components required for a fully functioning system including, but not limited to, proximity card/fob readers, electric door locks/strikes, magnetic door locks, door contacts, and power supplies. Power supplies at controlled doors shall be coordinated with the electrical engineer. Access control cabling shall be installed in accordance to manufacturer's recommendations.

### B. Surveillance

1. IP surveillance cameras shall be provided in order to provide full coverage of all entries into the facility, corridors, parking area, and the building perimeter; coordinate camera locations with Owner for final approval. Lenses shall be provided and field coordinated to allow for coverage, field of view, and focus as required by Owner. Surveillance cameras shall be fixed dome, vandal-proof type. Interior cameras and exterior cameras attached to the building shall be wired with Category 6 cabling; exterior cameras located away from the building shall be wired with fiber optic cabling. Surveillance system cabling shall be installed in accordance to manufacturer's recommendations.

## 17.3 Grounding, Bonding, and Electrical Protection

- A. The grounding system shall not rely on the plumbing system.

- B. Bonding conductors shall be run with a minimum number of bends. The bends placed in the conductor shall be sweeping.
- C. All bonding connections shall be made with listed bolts, crimp pressure connectors, clamps or lugs. Exothermic welding may be used.
- D. A main telecommunication grounding busbar shall be placed in the MR/MDF Room (Data 122), and shall be directly bonded with, minimally, a 6-AWG copper conductor.
- E. Conductive backbone cable shall be bonded at each sheath opening.
- F. Ground busbar shall be ¼-inch solid copper, 4-inch x ¼-inch x 12-inch, minimum.

#### 17.4 Surge Protective Devices

- A. SPD equipment shall be provided at the telecommunications rack, and at all connections to exterior communications and security devices.

**End of Specification Narrative**





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3001 SOUTH COBB DR SMYRNA, GA 30080

PROJECT NO: 20-16024.10 DATE: 09.29.2016

SHEET TITLE: DRAWING INDEX, SYMBOLS LEGEND & ABBREVIATIONS

SHEET NO: CS0.1

SHEET INDEX

Table with columns: SHEET #, SHEET NAME. Includes GENERAL, ARCHITECTURE, and other sheet references.

PROJECT DESCRIPTION

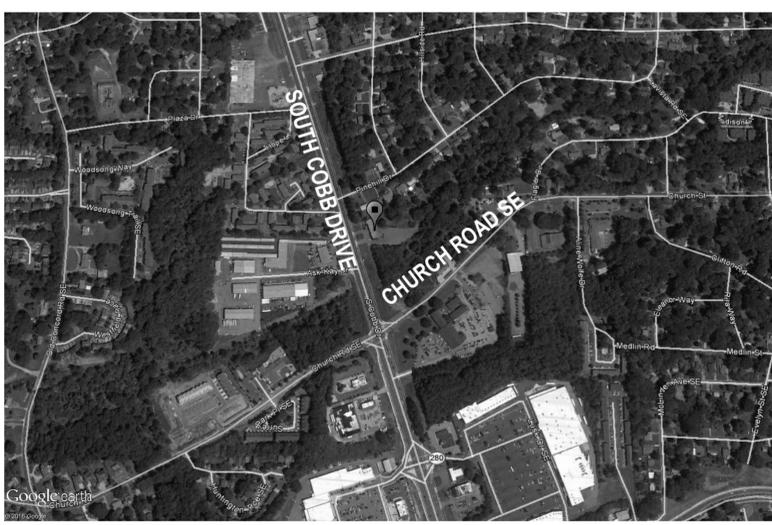
PROJECT NAME: COBB COUNTY HEALTH DEPARTMENT SMYRNA PROJECT LOCATION: COBB COUNTY

APPLICABLE CODES: BUILDING CODE: IBC, 2012 EDITION, W/ GEORGIA AMENDMENTS. LIFE SAFETY CODE: NFPA 101, 2012 EDITION, W/ GEORGIA AMENDMENTS.

Table with columns: CONSTRUCTION TYPE, BUILDING OCCUPANCY, BUILDING HEIGHT, BUILDING AREA (GROSS), FIRE PROTECTION RATINGS, OCCUPANT AREA, OCCUPANT LOAD, EGRESS CAPACITY.

Table with columns: MAX TRAVEL DISTANCE, PLUMBING FIXTURES. Includes details for water closets, lavatories, etc.

VEICINITY MAP



ABBREVIATIONS

Large table of abbreviations for architectural elements, materials, and construction details.

ABBREVIATIONS

Table of symbols and indicators for section indicators, elevations, door numbers, and room types.



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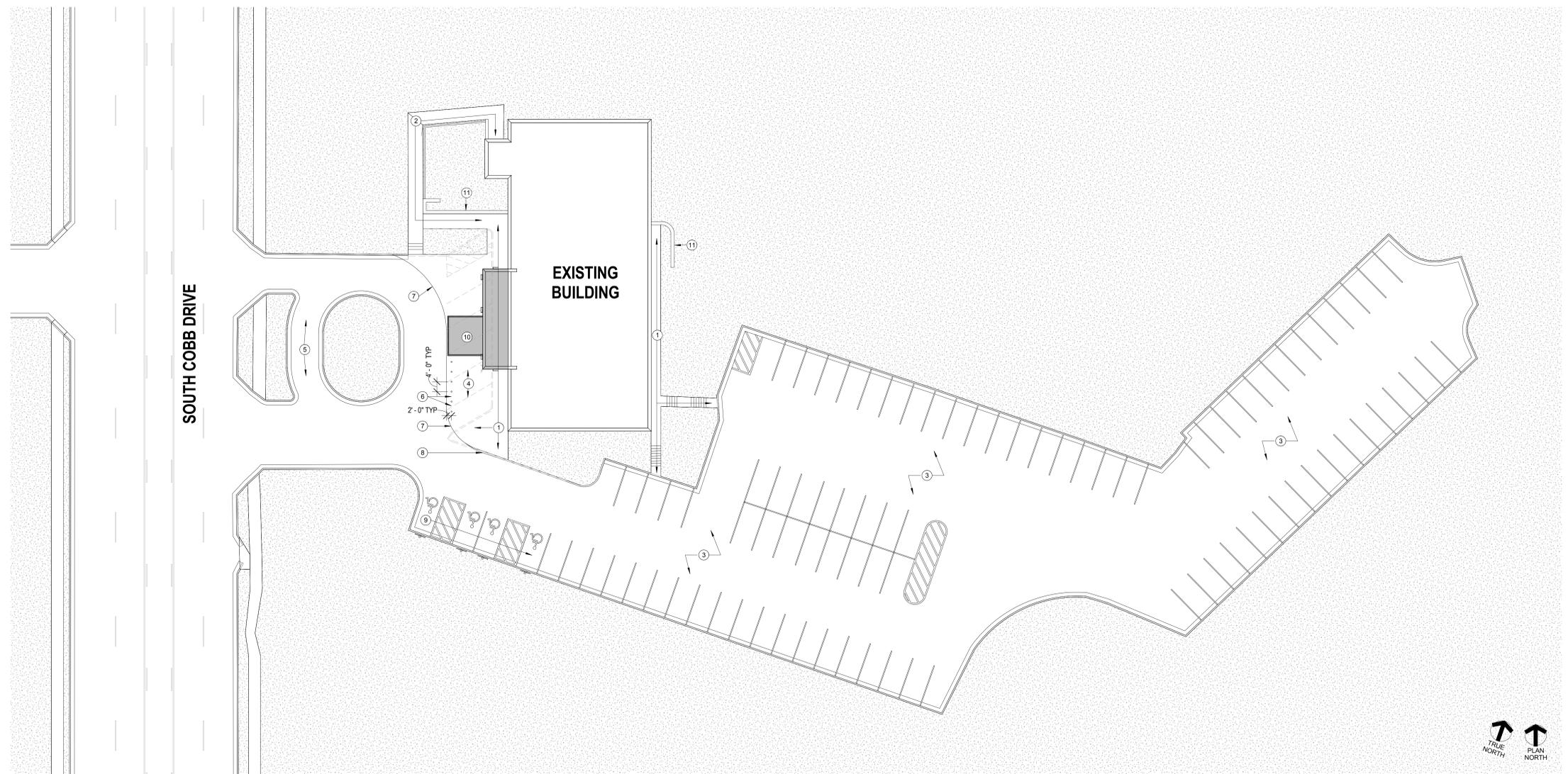
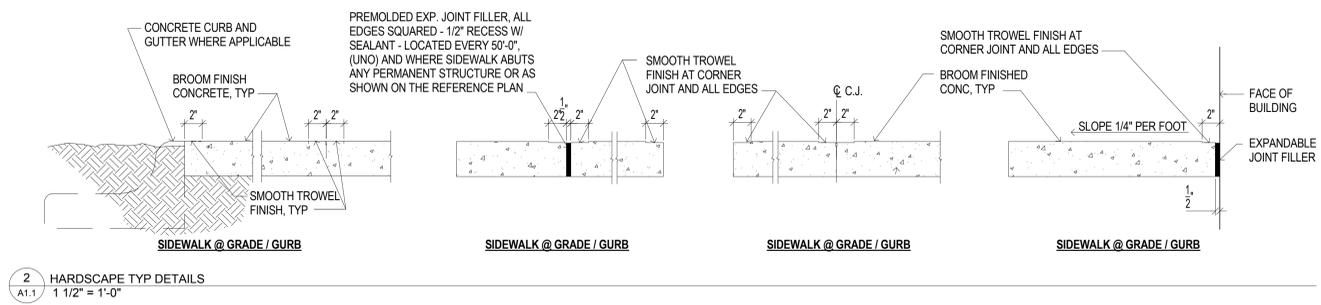
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**GENERAL NOTES**

1. GRAPHIC FIRST FLOOR F.F.E. = 0'-0" > XXX'.00' ABOVE SEA LEVEL (ACTUAL), AS INDICATED ON CIVIL DWGS.
2. THIS DRAWING AND ENLARGED HARDSCAPE PLANS ARE TO BE USED IN CONJUNCTION WITH ALL CIVIL PLANS, AND IS NOT TO BE USED FOR ANY SITE CONSTRUCTION OTHER THAN LOCATING JOINTS AND SPOT ELEVATIONS WITHIN CONCRETE WALKWAYS.
3. REFER TO CIVIL DRAWINGS FOR SITE WORK DETAILS, GRADING, AND NOTES.
4. REFER TO CIVIL PLANS FOR SITE SPECIFIC SUB GRADE PREPARATION AND BASE FOR ALL PAVING MATERIAL.
5. SEE ELECTRICAL DRAWINGS FOR PARKING LOT LIGHTING.

**KEYNOTES - SITE PLAN**

- 1 EXISTING SIDEWALK
- 2 EXISTING NON-COMPLIANT RAMP
- 3 EXISTING PARKING STRIPES
- 4 EXISTING PARKING STRIPES, TO BE REMOVED
- 5 PROPOSED TURN-AROUND
- 6 CONCRETE FILLED STEEL BOLLARD, PAINT P-3, TBD
- 7 NEW CONCRETE APRON ACROSS ENTRANCE
- 8 TAPER EXISTING CURB INTO NEW CONCRETE APRON
- 9 NEW ACCESSIBLE PARKING
- 10 NEW CANOPY AND ENTRANCE
- 11 EXISTING RETAINING WALL



1 ARCHITECTURAL SITE PLAN  
1" = 20'-0"

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**PROJECT NO** 20-16024.10  
**DATE** 09.29.2016

**SHEET TITLE**  
ARCHITECTURAL SITE PLAN

**SHEET NO** A1.1

E:\Local Files\GOBB\_HEALTH\_CTR\_SMYRNA\_16\_CENTRAL\_BD\_kyle.hord.rvt 9/29/2016 5:11:20 PM



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**SHEET TITLE**  
DEMOLITION PLANS

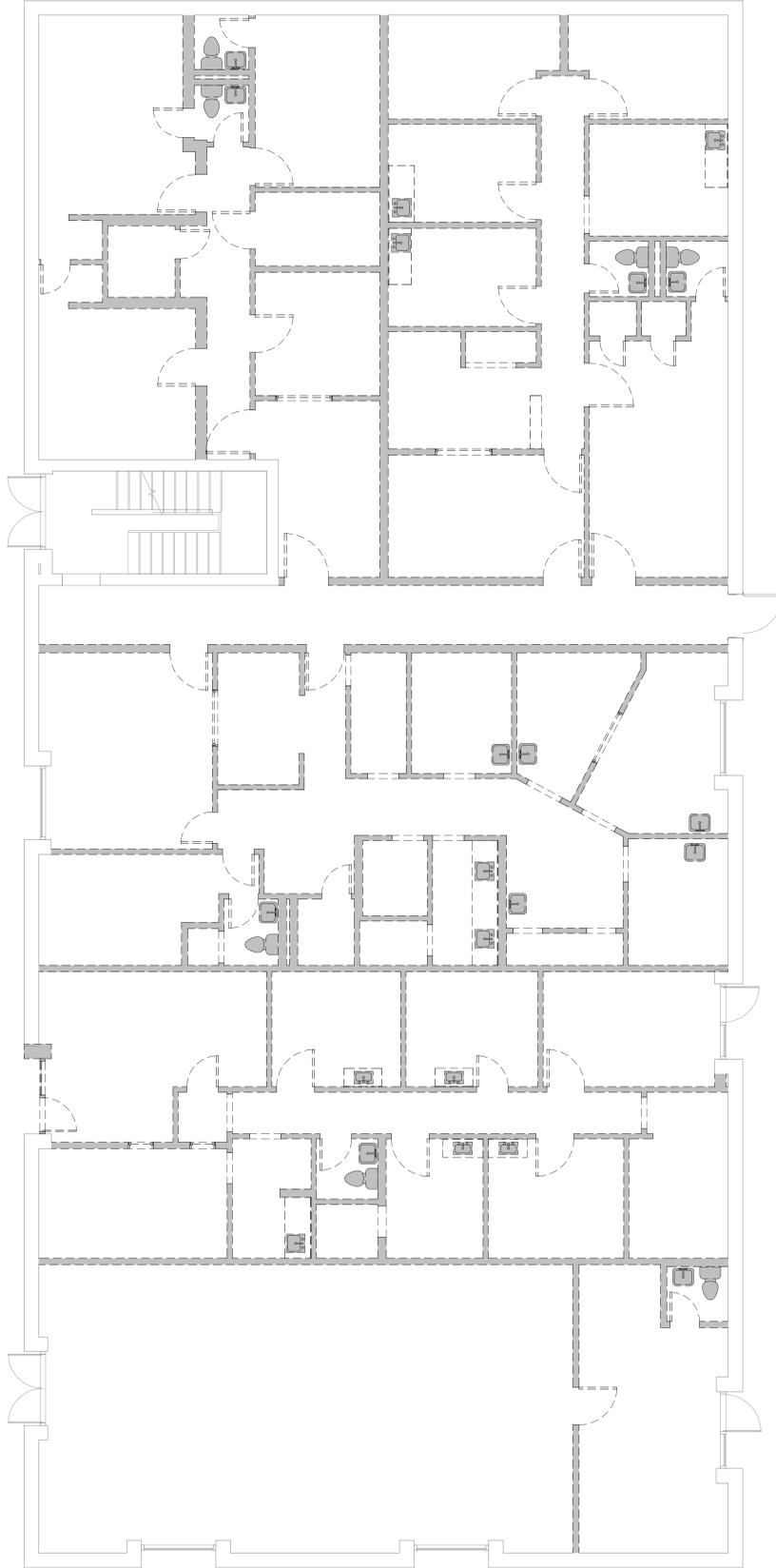
**SHEET NO** **A1.5**

**DEMOLITION LEGEND**

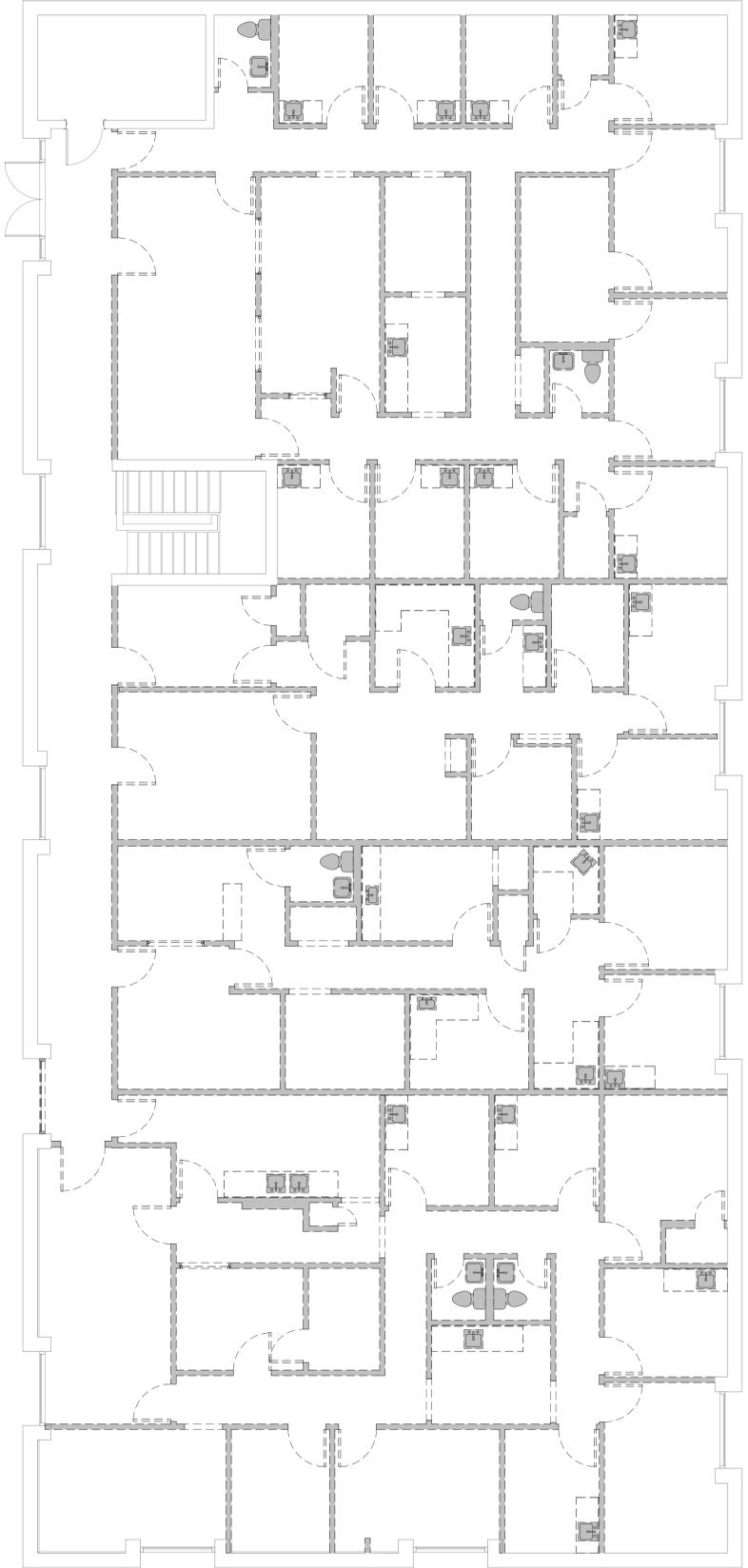
- EXISTING WALL TO BE REMOVED
- EXISTING DOOR TO BE REMOVED
- EXISTING WINDOW TO BE REMOVED
- EXISTING FIXTURES TO BE REMOVED
- EXISTING MILLWORK TO BE REMOVED
- EXISTING WALL TO REMAIN
- EXISTING DOOR TO REMAIN
- EXISTING WINDOW TO REMAIN

**GENERAL NOTES**

1. CONTRACTOR SHALL VISIT SITE PRIOR TO BID TO CONFIRM EXISTING CONDITIONS
2. REMOVE ALL FLOOR AND WALL FINISHES THROUGHOUT U.N.O.
3. REMOVE ALL CEILINGS IN THE PROJECT FOR REPLACEMENT
4. REMOVE ALL LIGHT FIXTURES THROUGHOUT U.N.O.
5. REMOVE ALL CASEWORK AND MILLWORK THROUGHOUT U.N.O.
6. REMOVE ALL PLUMBING FIXTURES THROUGHOUT U.N.O. CAP LOCATIONS NOT BEING USED IN NEW DESIGN
7. ALL EXISTING WORK TO REMAIN SHALL BE PATCHED AND/OR REPAIRED TO MATCH ADJACENT FINISHES
8. REPAIR EXISTING WALLS TO REMAIN WHERE INTERSECTING PARTITIONS HAVE BEEN REMOVED
9. PATCH AND/OR REPAIR ALL OPENINGS IN EXISTING WALL SYSTEMS RESULTING FROM MECHANICAL, PLUMBING, OR ELECTRICAL WORK



**1** FIRST FLOOR DEMOLITION PLAN  
A1.5 3/16" = 1'-0"



**2** SECOND FLOOR DEMOLITION PLAN  
A1.5 3/16" = 1'-0"













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**SHEET TITLE**  
SECOND FLOOR REFLECTED CEILING PLAN

**SHEET NO** A4.2

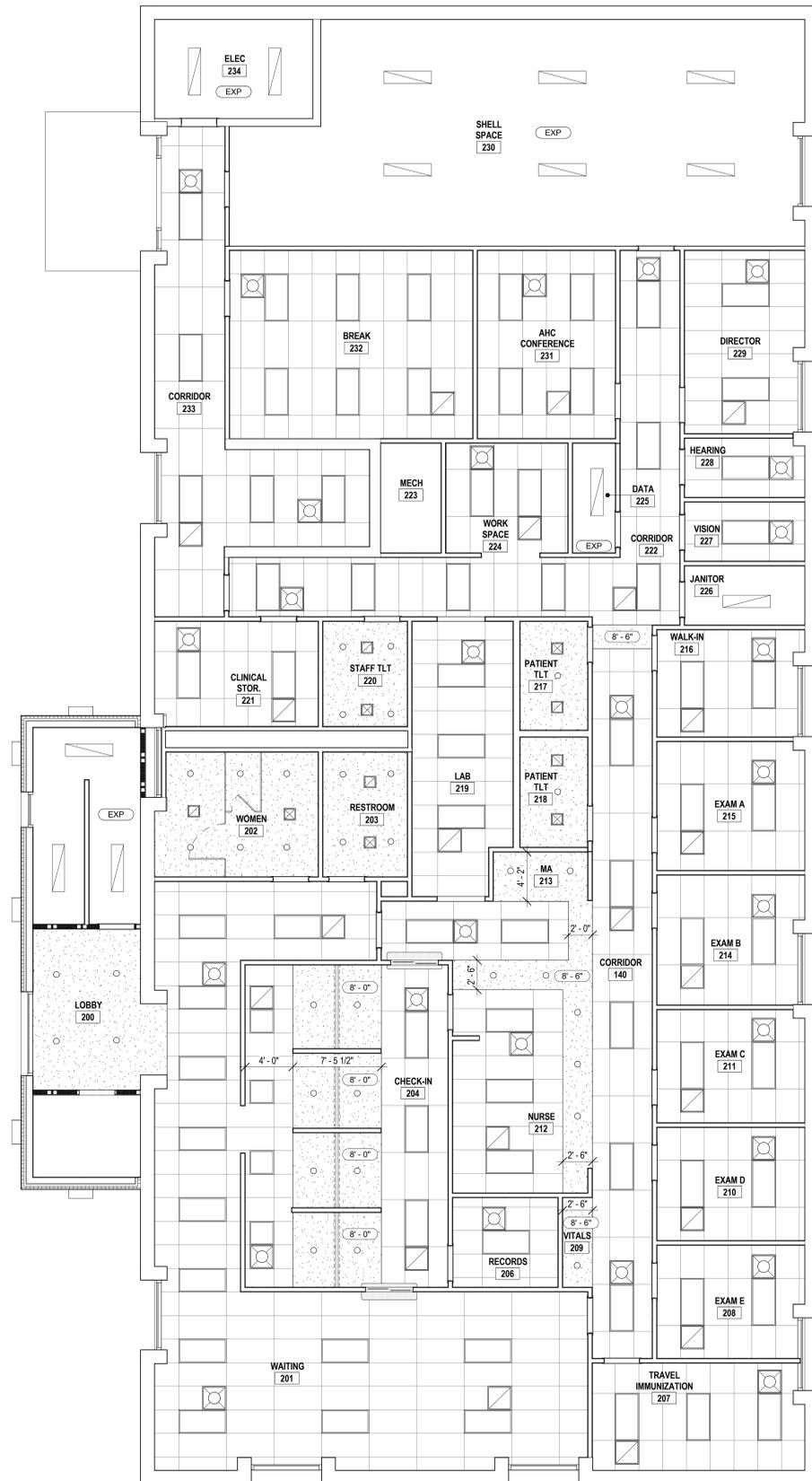
**GENERAL NOTES - RCP**

1. CEILING HEIGHTS ARE 9'-0" AFF TYP. U.N.O., REFERENCED FROM FINISH FLOOR BELOW.
2. CENTER ALL LIGHT FIXTURES IN ROOM OR SOFFIT, UNO.
3. CENTER ALL GRIDS IN ROOMS, UNO.
4. PROVIDE A LEVEL 5 FINISH TO ALL SLOPED OR CURVED GWB SURFACES TO RECEIVE A PAINT FINISH.
5. ALL CEILING FRAMING IS TO BE SUSPENDED FROM OR ATTACHED TO STRUCTURE OR FLOOR SLABS ABOVE, NOT TO ROOF DECKING.
6. REFER TO ARCHITECTURAL RCPs FOR LOCATION AND QUANTITY OF LIGHT FIXTURES. REFER TO ELECTRICAL DWGS FOR TYPES OF LIGHT FIXTURES. CONSULT ARCHITECT PRIOR TO ORDERING ANY LIGHT OR MECHANICAL FIXTURES IF THERE ARE ANY DISCREPANCIES BETWEEN THE REFLECTED CEILING PLAN AND MEP DRAWINGS.
7. COORDINATE ALL EXIT SIGN LOCATIONS AND MOUNTING HEIGHTS W/ LOCAL FIRE MARSHAL.

CJ = DENOTES GWB CONTROL JOINT

**RCP LEGEND**

(X - X')	CEILING HEIGHT ABOVE FINISHED FLOOR
(C - X)	CEILING TYPES
[Symbol]	AIR RETURN GRILLE OR EXHAUST GRILL
[Symbol]	SUPPLY AIR DIFFUSER
[Symbol]	2 x 2 LIGHT FIXTURE
[Symbol]	2 x 4 LIGHT FIXTURE
[Symbol]	ACCESS PANEL, SEE DETAIL
[Symbol]	CANISTER DOWN LIGHT FIXTURE
[Symbol]	EXIT LIGHT, SEE ELECTRICAL
[Symbol]	EXIT SIGN WITH DOUBLE HEAD, SEE ELEC. DWGS.
[Symbol]	GWB
[Symbol]	ACT-2, 2x2' CEILING TILE
[Symbol]	CHAIN MOUNT FIXTURE, SEE ELECTRICAL



1 SECOND FLOOR REFLECTED CEILING PLAN  
A4.2 3/16" = 1'-0"





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### GENERAL NOTES

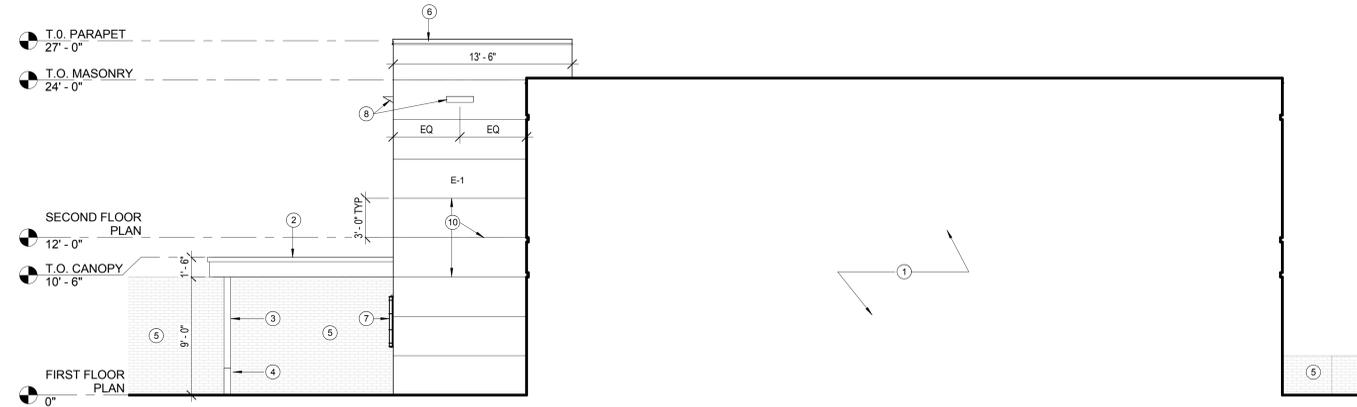
1. ALL EXPOSED STEEL LINTELS TO BE PAINTED TO MATCH SUPPORTED MATERIAL, TYP.
3. JOINT SEALER SHALL MATCH COLOR OF ADJACENT MATERIAL.
4. EXTERIOR HM DOORS AND FRAMES SHALL BE PAINTED
5. PRE-FINISHED METAL COPING, COLOR TO BE DECIDED
6. ALIGN CONTROL JOINT TO THE CLOSEST BRICK/CMU COURSE.
7. UNLESS NOTED OTHERWISE, WHERE POSSIBLE, CENTER LIGHTS, DRAIN NOZZLES, HOSE BIBS, OUTLETS, DOWNSPOUTS, ETC ON OR BETWEEN PILASTERS, TYP.

C.J. = DENOTES CONTROL JOINT  
X.J. = CONTINUOUS CROSS JOINT

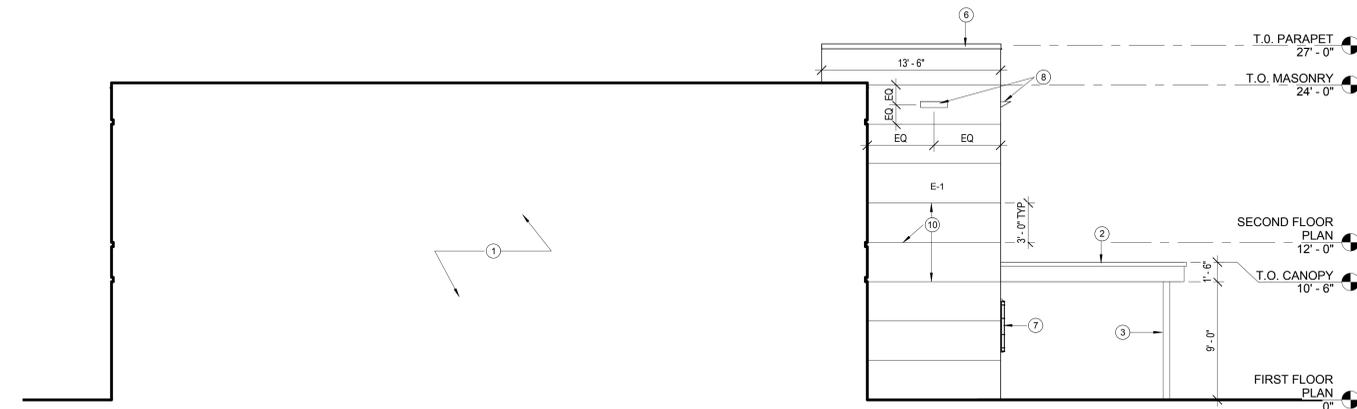
- S-1 EXISTING HARD STUCCO S-1, PAINT P-2, TBD
- E-1 EIFS W/ METALLIC COATING E-1, TBD, SEALANT: TBD, MATCHING PAINT: TBD
- B-1 EXISTING BRICK B-1, LEAVE AS IS

### KEYNOTES - EXTERIOR ELEVATIONS

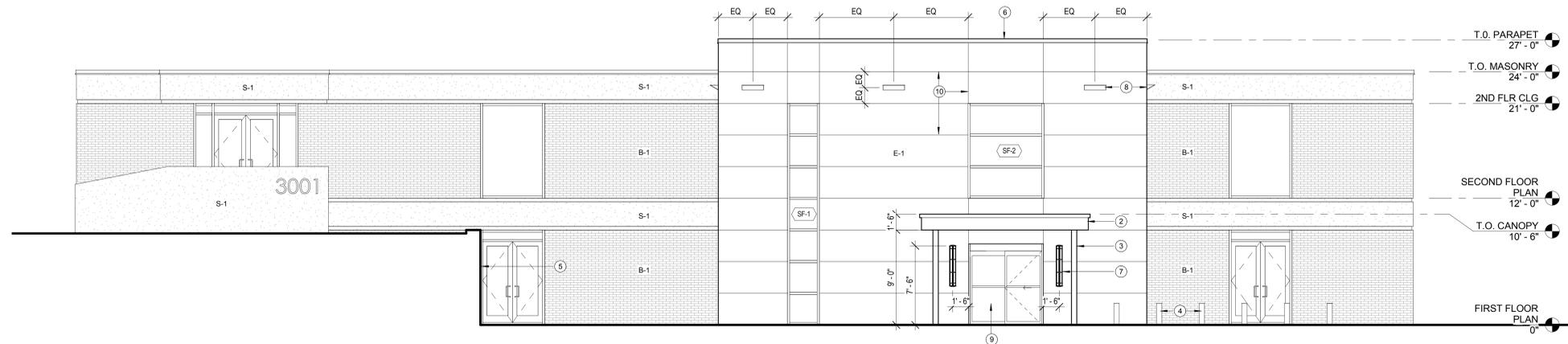
- 1 - EXISTING BUILDING
- 2 - ALUMINUM CANOPY SYSTEM, COLOR TBD
- 3 - 6" DIAMETER STEEL COLUMNS, COLOR TO MATCH CANOPY
- 4 - CONCRETE FILLED BOLLARD, PAINT TO MATCH CANOPY
- 5 - EXISTING BRICK RETAINING WALL
- 6 - PREFINISHED METAL COPING, COLOR TO MATCH CANOPY
- 7 - WALL MOUNTED EXTERIOR LIGHT FIXTURE TYPE 01
- 8 - WALL MOUNTED EXTERIOR LIGHT FIXTURE TYPE 02
- 9 - AUTOMATIC SLIDING GLASS DOOR
- 10 - 3/4" DEEP EIFS REVEAL



1 SOUTH ELEVATION  
A5.1 3/16" = 1'-0"



2 NORTH ELEVATION  
A5.1 3/16" = 1'-0"



3 WEST ELEVATION  
A5.1 3/16" = 1'-0"

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PROJECT NO 20-16024.10  
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SHEET TITLE  
BUILDING ELEVATIONS

SHEET NO A5.1

E:\\_Local Files\GOBB\_HEALTH\_CTR\_SMYRNA\_16\_CENTRAL\_BD\_kyle.hord.rvt 9/29/2016 5:11:31 PM











PIEPER  
O'BRIEN  
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ARCHITECTS

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### BRIDGING DOCUMENTS

SELECT APPROPRIATE POH LOGO AND STAMP FOR EACH PROJECT. VERIFY WITH PROJECT MANAGER.

INSTRUCTIONS FOR SPECIFIC STATES  
CA: EDIT RENEWAL DATE AS NECESSARY  
FL: ALL DRAWINGS MUST BE EMBOSSED  
OR: ALL DRAWINGS MUST BE EMBOSSED  
NJ: ALL DRAWINGS MUST BE EMBOSSED  
WV: ALL DRAWINGS MUST BE EMBOSSED

NOT RELEASED FOR CONSTRUCTION

DRAWN BY: Author

CHECKED BY: Checker

#### REVISIONS

REV #	DATE	DESCRIPTION	BY

## CCHD - SMYRNA WIC & AHC

3001 SOUTH  
COBB DR  
SMYRNA, GA  
30080

PROJECT NO 20-16024.10

DATE 09.29.2016

#### SHEET TITLE

FIRST FLOOR FINISH  
PLAN

SHEET NO **A11.1**

### GENERAL NOTES

- SEE A11.0 FOR FINISH SCHEDULE.
- TILE PATTERNS SHALL BE CENTERED WITHIN A SPACE, UNO.
- REFER TO CORRESPONDING INTERIOR ELEVATIONS WHERE MULTIPLE FINISHES ARE INDICATED AND FOR EXTENT OF FINISHES.
- WALL FINISH MATERIALS SHALL TERMINATE AT INSIDE CORNERS, UNO.
- ALL WALLS TO BE PAINTED WP1, UNO.

CJ = DENOTES CONTROL JOINT

Room Name
101
FLR   BAS   WALL

MAIN WALL FINISH  
MAIN WALL BASE  
MAIN FLOOR FINISH

#### FINISH TAGS



WALL TAG



FLOOR TAG



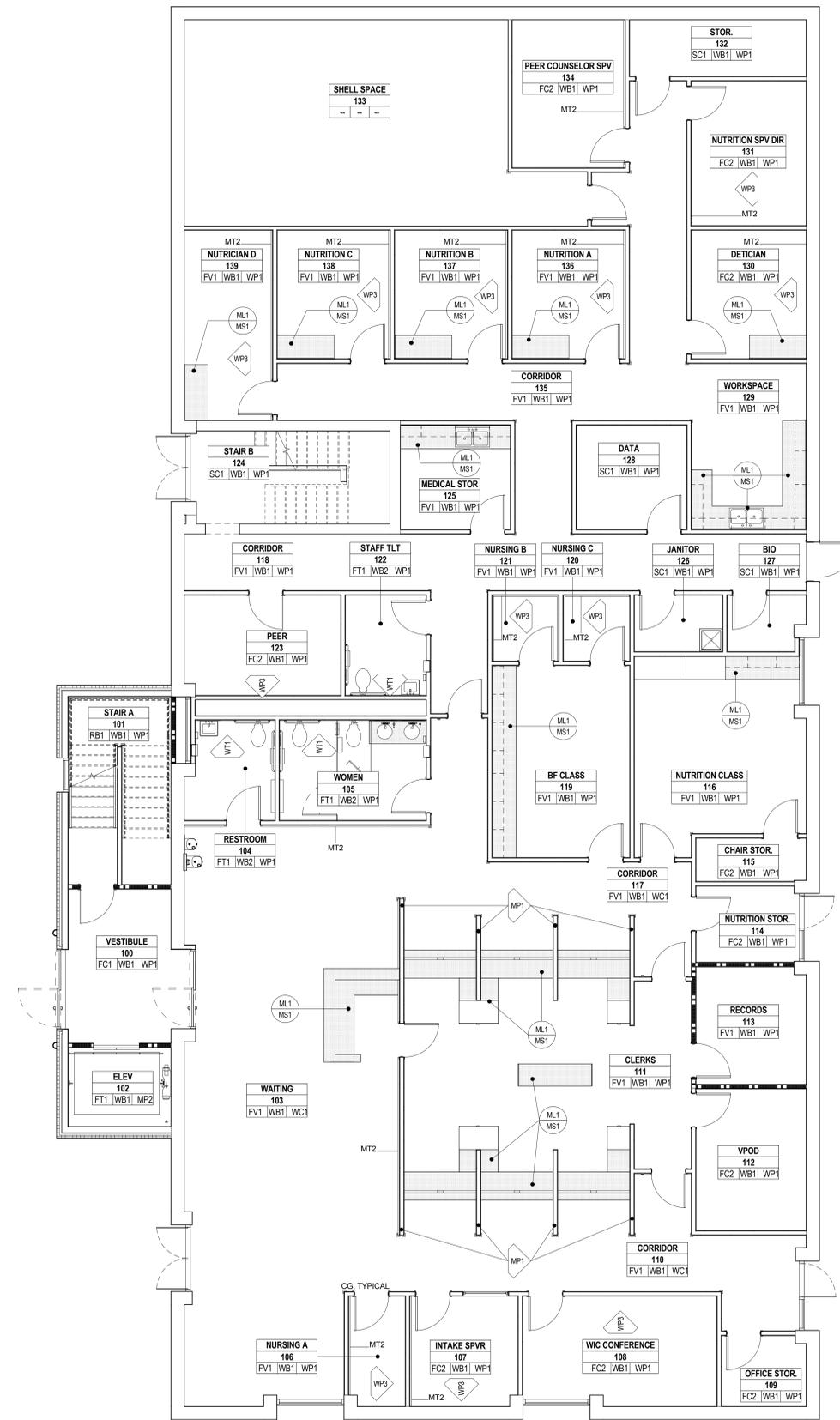
WALL BASE FINISH TAG



CABINET  
COUNTER



FLOORING CHANGE



1 FIRST FLOOR FINISH PLAN  
A11.1 3/16" = 1'-0"





